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PREFACE.

THE present volume of *Maritime Notes and Queries* contains a selection from the Articles and Letters with their Answers which appeared in the *Shipping Gazette* in 1899, carefully revised; also the Index of the judicial decisions of the year in its double form; and, finally the only Regulations passed in the period which appear to be of material interest to those for whom this book is prepared, the Load-line Regulations, and the "Boy Sailors" Scale and Regulations.

The year has been singularly unproductive of legislative enactments or of rules under other authority affecting maritime interests. The only statute, and its bearing on shipping is only indirect, has been the Anchors and Chain Cables Act, which simplifies and amends the law relating to the testing and sale of anchors and chain cables. Some new County Court Rules, which include Rules of Admiralty Procedure, were issued last spring, but they are only of importance to the legal practitioner. An Order of the Board of Trade as to registration, transfer, and mortgage fees of some interest to shipowners was published in the *London Gazette* (p. 1,116). An Order in Council relating to ships registered in Victoria and their load-line may also be found in the *London Gazette* (p. 1,663). None of these appear of sufficient general importance to justify reprinting in this volume. The Load-line Regulations of 1899 and

the "Scale and Regulations issued by the Admiralty and the Board of Trade for the grant of money allowances in respect of 'Boy Sailors'" are likely to be referred to more widely.

Current questions in the Law Courts and in ordinary business, and the explanations given of the points raised or the decisions delivered, provide the main contents of the volume, and the more important of the "cases" receive full attention. As usual, the decisions in the Superior Law Courts in matters connected with shipping during the year have been numerous. Taking first the cases which were more particularly Admiralty as distinguished from Common Law actions, the first thing which strikes one is that serious salvage claims appear to have occupied the attention of the Admiralty Division to a somewhat unusual extent, and that the awards, taking them all round, have been comparatively heavy. It has not been a few abnormally high awards, like the *Glengyle*, £19,500, in 1897 and *La Champagne*, £15,000, in 1898, and then a big drop, but a rather large number of very substantial awards. The largest was the *Tannenfels*, £7,500. Then there were three of £6,000 and upwards—the *City of Manchester*, £6,700; the *Amiral Aube*, £6,265; and the *Elise*, £6,000. The latter, it may be remembered, was the salvage of a French ship on fire off Gibraltar, where an allegation of misconduct, described indeed as piracy, was made against the salvors, a charge which failed, as the award shows. In the next thousand came the *Kaisow*, £5,100, and the *Pavonia*, £5,000—the latter being a very meritorious salvage service, which was probably by no means highly paid. Then came the *Mamari*, £4,500, and two of £4,000—the *Lokoja* and the *Trojan*. Close upon these came the *Strathleven*, £3,800, four of £3,500—the *Dart*, the *Tampico*, the *Hestia*, and the *Montana*; two of £3,300—the *Nile* and the *Fenchurch*; and three of £3,000—the *Storm King*, the *Italiana*, and the *Commandante Franchetta*. Ten were £2,000 and upwards,

and fifteen were between one thousand and two thousand, so on the whole salvors may be considered to have done well. Although salvage actions seem to have taken rather the first place, there has been a fairly large list of collision cases, but few matters of general interest in them. The *Cromartyshire* and *La Bourgogne* appeal was duly prosecuted and dismissed, and need only be mentioned, as little more than fact was involved; but reference may be made to the important point of practice raised in this litigation. The writ had been served on an agent of the foreign company owning *La Bourgogne*, and the defendants moved to set aside the writ. The motion was dismissed in the Admiralty Division, and an appeal to the Court of Appeal was unsuccessful. (See case explained in *Maritime Notes and Queries*, Vol. XII., p. 44). The further appeal last year to the House of Lords also failed. An important series of cases deserves more attention—the *Petriana*, *Rutland*, *Cathay*, and *Star of New Zealand*—in all of which the meaning of the second part of Article 16 of the International Regulations was much debated, and in the last of which it was, to some extent at all events, explained. In the *Vesta* and *Snark* case also a question of considerable difficulty was decided—the duty of the owner of a sunken wreck, in navigable waters, to buoy and light the wreck. It was a Thames case, and turned upon the liability of an owner who had employed a person to raise the vessel. In the Admiralty Division the owner was held responsible for the wreck being improperly lighted. Another case of general interest is the *Ilios* and *Pierremont*, in which a charge of not standing by was sustained; but it was proved that the master was not responsible for the collision, and the owners would have escaped liability if it had not been proved affirmatively that the *Pierremont* was alone to blame for improper navigation. The *Algoa* and *Gannet* is remarkable for having led to a curious difference of opinion

between the Courts or possibly the assessors. The *Algoa* had been at anchor in the river Elbe athwart river. It was held in the Admiralty Division that her second anchor light was in a wrong position, and that she was alone in fault, the *Gannet* not being to blame, as the light might have been hidden. On appeal to the Court of Appeal it was held that both were to blame, as the second light should have been seen. In the *Dundee* and *Carlotta* case a question was raised whether the Sea Rules were applicable in the Thames. It was held they were not in the circumstances, being inconsistent with the local Rules, but the Court considered they might be applicable so far as not inconsistent. It is perhaps unfortunate that the decision was not more definite, as the point is one of practical importance. The "*J. W. Taylor v.* the *Hopper No.* 4" is important from the fact that in his judgment it was strongly pointed out by the judge in the Admiralty Division that the Thames by-laws were in part unintelligible, a matter which should be dealt with by the proper authorities. In the *Gemma* case a question of considerable interest to foreign owners was determined. The *Gemma* was arrested in a collision action and released on bail. The action was tried, and the *Gemma* held to blame; damages were assessed exceeding the bail, and the ship was seized under writ of *fi. fa.* An application by her owners for her release was granted in the Admiralty Division, but the subsequent appeal to the Court of Appeal was allowed, with costs. In the *Philadelphian*, the question was considered as to what was the proper position of the forward anchor light of a vessel which under the Regulations is bound to carry two anchor lights, one forward and one aft. It was held in the Admiralty Division that 60-70 feet from the stern in a vessel 313 feet long was not a proper place. This seems to exhaust the list of notable collision actions with the exception of two, in which questions of compulsory pilotage were raised. In the *Columbus* it was held in the

Admiralty Division that a foreign ship not carrying passengers in the Thames from a port in Europe north and east of Brest was exempt under the Merchant Shipping Act, 1894, notwithstanding the Pilotage Act, 1897. In the *Glanystwyth* it was held that a vessel from Turkey, having discharged part cargo at Ipswich, and proceeding thence to Leith, was exempt as engaged in the coasting trade under the Act of 1894. Neither are of the first importance, but compulsory pilotage law is in such a state of chaos that every decision has to be remembered. Akin to collision comes "damage to ship," and there was of these claims one of some peculiarity, the *Ralph Creyke*, an unusual action brought by the owners of a vessel damaged by running ashore, against lighthouse authorities for neglecting to maintain leading lights in a river. The duties of such authorities were considered, and the action was dismissed in the Admiralty Division. Jurisdiction is always a difficult point, and the *Fulham* affords an example. The vessel had been arrested and detained by the Receiver of Wreck, having been in distress 20 miles from Falmouth. An action was brought against the Receiver by the owners, but judgment was given for the defendant, and this was affirmed by the Court of Appeal. The point was whether under the Merchant Shipping Act the Receiver was entitled to, and, indeed, was bound, to detain the ship in such circumstances where a salvage claim may be made. The decision was, in the particular case, in favour of the Receiver, but the result may be to throw upon these officials a very difficult duty. On the subject of limitation of liability, the "*Brunel* *v.* the *Glanmire*" case may be noted. The question was whether a tug which was not registered ought to have been, and therefore her owners were not entitled to limitation. The tug could carry 15 tons; if measured under the Act she would have been over 15 tons gross and under 15 tons net. It was held in the Admiralty Division that she was

under 15 tons burden, and therefore not bound to be registered, and the Court of Appeal confirmed this decision. Appeals from Registrar's Reports have been few in number, and it has again been shown how well the assessment of damages is decided in the Admiralty Division. Only three appeals need be mentioned. In the *Mediana* an objection was allowed in the Admiralty Division, but the appeal to the Court of Appeal was allowed with costs. The *Robert Adamson* was a contention between the ship and cargo owners. The cargo owners had paid some general average, and it was held by the Registrar that this payment was to be taken into consideration; but the Admiralty Division held to the contrary—a question of law on which a difference of opinion might well be expected. The *Leonis* also raised a difficult question as to the payment to be made for a floating dock of an old-fashioned construction. In the year there were two Board of Trade re-hearings. At the *China* inquiry at Aden, the master's certificate was suspended six months, and the second mate was severely censured. A re-hearing was ordered by the Board of Trade, with this peculiar result: At the re-hearing no charge was made against the master. He was, however, held in fault, but no order was made as he had lost his certificate for six months. The second officer was absolved, but each party to the re-hearing had to bear his own costs. In the *Throstlegarth* the master appealed, his certificate having been suspended. The Admiralty Division decided in his favour, on the ground that his not stopping his vessel when placed in a difficulty by a pilot cutter jibing was merely an error in judgment which did not justify suspension. This fairly exhausts the Admiralty cases of any importance.

Of the shipping cases as distinct from those which may be described as Admiralty actions, there were a fair number which are of some commercial interest. Taking, first, the decisions bearing on questions connected with affreightment,

the *Isis* case was taken a step further on appeal from the Queen's Bench Division; but the Court of Appeal confirmed the material part of the decision of the Court below, which was to the effect that where cargo is to be brought "alongside" for loading the contract is not fulfilled by bringing it on rail to places varying from 70 feet to 120 yards from the ship, notwithstanding the custom. The advanced freight case, the *Olivebank*, was also heard on appeal, but the decision of the Queen's Bench Division was affirmed. This was to the effect that where part cargo was destroyed during loading the shipowners were not entitled to the stipulated advanced freight on the destroyed cargo. The *Brenda* was a claim against charterers by shipowners for the cost of discharging into barge and on to quay from ship's rail, notwithstanding the admitted custom of the Port of London that shipowners were required to do such work, although outside the ship. The plaintiffs relied on the special clause, "The cargo to be brought to and taken from alongside the steamer at charterers' risk and expense, any custom of the port notwithstanding." Judgment was given in the Queen's Bench Division for the plaintiffs. This is a good instance of a custom which has been allowed to obtain force being successfully withstood by taking sufficient care in drafting the contract of affreightment. Demurrage actions have been few, and of little interest; but the Grimsby "colliery guarantee" case, the *Crosshill*, came before the Court of Appeal, and the judgment of the Queen's Bench Division was confirmed. The point decided was that under the usual colliery guarantee at Grimsby the time for loading only commenced when the vessel came under the tip. The *Forest* case was also further appealed to the House of Lords. The question was as to the meaning of time for loading and discharging "350 tons per working day of 24 hours." Shipowners contended that this meant per working day from the time work started to the same time next day, and so on.

Charterers contended that it meant per each 24 working hours. The Queen's Bench Division and the Court of Appeal had decided in favour of the charterers, and the House of Lords were of the same opinion. A question of interest to charterers was decided in the *Pocklington* case. The dispute was between charterers and shipowners as to the division of a salvage award. There was a special clause in the charter-party, "salvage for owners and charterers equal benefit." The question was whether the division was to be of the gross award, but the Court held that the damage to each party was to be first deducted. Some half-dozen marine insurance cases may be mentioned. The *Elmfield* was a claim against the insurers of a ship, damaged in collision and run ashore, for consequential damage—namely, for the cost of discharging her cargo, which had become wet and rotten. It was held in the Queen's Bench Division that this damage was too remote and could not be recovered. The case was taken on appeal to the Court of Appeal, but the appeal was dismissed. In the *Ramlah*, freight chartered or as if chartered was insured, part of the cargo was jettisoned, and the bill of lading freight on the rest was less than the chartered freight. It was held by the Queen's Bench Division, on the claim being made against the underwriters, that, as the charter freight was a lump-sum freight, and the cargo was worth it, there was no loss of the same. An appeal to the Court of Appeal was dismissed. In the *Lodore* case a cargo of coals had heated, and the ship in consequence put into a port of distress. The question was whether the underwriters on freight were entitled to general average contribution. This was answered in the negative, on the ground that, as the cargo could not have been carried on, the freight was lost before the General Average Act. In the *Victory* case it was decided in the Queen's Bench Division that under the collision clause underwriters were liable for the cost of removing the wreck of the vessel with

which the insured ship had come into collision, this being covered by the words "injury to such other ship." The *Ruabon* decision in the House of Lords is perhaps the most remarkable in the year. The claim was for dock expenses by shipowners against the underwriters. The defence was that the expenses should be divided, as owners' work was done. In the Queen's Bench Division judgment was given for the defendants, and this was confirmed by the Court of Appeal, both Courts relying upon the earlier *Vancouver* decision. The House of Lords, however, unanimously agreed that the judgment should be reversed. In the *Vigil* and *Broughton* case, the Queen's Bench Division delivered an important decision. The action was to recover calls against shipowners insured in but not members of a mutual marine insurance association. It was held that such assured were *primâ facie* liable to pay, and that to escape liability they must show their contract relieved them in unmistakeable terms. The defendants in this case failed to do so, and judgment was given against them. There have been several income-tax cases in process of litigation, but only one appears to have been concluded, "The Leith, Hull, and Hamburg Steam Packet Company *v.* the General Commissioners on Income-Tax," where it was held by the Court of Session in Scotland that the proper deductions for wear and tear were such as would amount in 22 years to the original value of the vessel. The Commissioners had only allowed 3 per cent. on the diminished values. Two seamen's wages claims came before the Queen's Bench Division. In "Ritchie *v.* Larsen" a seaman had shipped at a foreign port; wages were advanced to him, £5. 6*s.* 8*d.*, the monthly wages being £3. On his claim an order was made by the Swansea justices for payment to him of £2. 6*s.* 8*d.*, on the ground that one month's wages only could legally be advanced. On appeal, however, the order was quashed on the ground that the statutory rule did not apply where the

seaman was shipped at a foreign port. "Rowlands *v.* Miller" was a very similar case. The passage home question was taken a step further in the "Purves *v.* Straits of Dover Steamship Company," the Court of Appeal affirming the decision of the Queen's Bench Division and holding that a seaman discharged abroad is entitled to a passage to the port of shipment, and not merely to some home port. There has been a whole series of cases on a subject which has given the Courts, perhaps, more work than any other—claims under the Workmen's Compensation Act. In the *Kansas*, a Liverpool County Court case, it was held that a ship in dock was not a dock, and the owners of the ship were not undertakers within the meaning of the Act. This was affirmed by the Court of Appeal. The *Huron* was a similar decision. In the *Strathavon* a labourer on a ship in dock was killed by a winch: judgment in the Sheriff's Court was for the plaintiff, but an appeal to the Court of Session was successful. In "Chambers *v.* Whitehaven Harbour Commissioners" a workman was killed during dredging operations one and a half miles from Whitehaven Harbour. It was held in the County Court that the claim was not within the Act. An appeal to the Court of Appeal was dismissed on the ground that the man was not "on, or in, or about" an engineering work, the words denoting locality. In the *Craikneuk* case an engineer was injured at a ship which was being engined in a dock after leaving the builder's yard; the claim brought against the builders was held by the Sheriff Substitute to be "irrelevant;" but the Court of Session reversed his decision, holding that the builders were "occupiers" of the dock within the meaning of the Act. A very similar decision was arrived at in the same Court in the *Ismore*. In the *Iveagh* case the Court of Appeal, Dublin, held that where a labourer was injured unloading a ship, the fact that the cargo was being raised by a donkey engine was insufficient to bring

the case within the Act, the work of the engine being confined to the ship and not extending to the quay. In "Flowers *v.* Chambers" the great question whether a ship is a dock within the purview of the Act came before the Court of Appeal, and was decided in the negative. In another case which came before the Court of Appeal, "Arbitration between Williams and Poulson," the manner in which compensation is to be assessed was decided. A dock labourer had been working for the defendant 3½ days a week, and also for other parties. The County Court judge took the total sum earned in the year in defendant's employ, disregarding other earnings, as the basis of his award. The labourer appealed, but the decision was affirmed. At the hearing the Court expressed an opinion that the labourer was not within the Act at all, but this point had not been raised and so was not decided. In "Hennesey *v.* M'Cabe, the *Baltimore*," a stevedore had been injured on board a ship loading in dock from a lighter. In the County Court he succeeded in obtaining an award, but in the Court of Appeal failed to hold the award. With this series the review of the year's litigation in the Superior Courts may conclude.

Many of these decisions will be found fully explained in this volume.

With regard to the Index, in its double form, attention may be called to the fact that this is the fourth of the series, and that by its use the main facts about any case, English or foreign, which has been reported in the *Shipping Gazette* since 1896 can with little difficulty be found out. If the name of the plaintiff, or of the defendant, or of any ship involved, or the subject, is remembered, the case can be looked up and the investigator can see at a glance the whole history of the case, the questions raised, and how they were decided, with the reference to the *Shipping Gazette* in which the full account has appeared.

MARITIME NOTES AND QUERIES.

VOL. XIII.—MARCH, 1900.

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MARITIME NOTES AND QUERIES:

A RECORD OF SHIPPING LAW AND USAGE.

ADMIRALTY APPEALS.

The Admiralty appeals which were decided by the Court of Appeal this last term have been few in number, and have apparently not given the Court much trouble to determine. Possibly some of them have been taken up as much because of the heavy nature of the amounts at stake as for any other reason, and, as it turned out, three of the four appeals were dismissed. The first was the case of the *Coatham* and the *Kingswood*, an almost inexplicable collision in broad daylight at the mouth of the Rio de la Plata. The main question was whether the vessels had been starboard side to starboard side and the *Coatham* had ported into the *Kingswood*, or whether the vessels had been port side to port side and the *Kingswood* had starboarded into the *Coatham*. In the Admiralty Court it was held that the *Kingswood* had been the vessel which had performed the extraordinary and fatal manœuvre, and she was held alone to blame. The Court of Appeal, without calling on the respondents, dismissed the appeal. The second appeal was in the action brought to decide which vessel was to blame for the disastrous collision between the *Cromartyshire* and *La Bourgogne*. In the Admiralty Division the French vessel was held alone to blame, and her owners appealed, but, again without calling on the respondents, the Court of Appeal upheld the decision of the Court below. In neither of these cases were any material questions of law raised. The next case was of a different description. Over five years ago the Norwegian barque *Ydun*, while proceeding up the Ribble, grounded and thereby sustained damage. An action was brought against the Mayor and Corporation of Preston, the plaintiffs alleging that it was by their invitation that

the barque had come up the river at a time when there was insufficient water, and that the defendants were therefore responsible for the consequences. The defence was that the stranding was due to the negligence of the plaintiffs themselves in attempting to bring their vessel up when they knew, or ought to have known, that there was insufficient water, and that the defendants did not warrant the depth of water. This defence was successful, but there was also a statutory defence which the judge in the Admiralty Court held equally sufficient. Under the Public Authorities Protection Act, 1893, actions against certain public bodies must be brought within six months of the default complained of, and the judge held that under this provision the action was barred. The appeal was upon both the question of fact and the question of law, but the Court of Appeal only dealt with the question of law. This was two-fold. First it was contended that the Corporation of Preston was not a public body within the meaning of the Act, and secondly that the Act did not afford any protection in the circumstances, inasmuch as it was not retrospective. On both points the Court of Appeal, again without calling upon the respondents, decided against the appellants. The fourth appeal—another collision case—the *Algoa* and *Gannet*, was much the most interesting. The casualty took place in the Elbe at night, the *Gannet*, a steamship of about 1,200 tons, while proceeding down the river, running into the *Algoa*, a steamship of over 7,000 tons, which at the time had dropped her anchor and was swinging to it across the river. The *Algoa*, under Article 11 of the International Regulations, was bound to be carrying two anchor lights, one forward and one "at or near the stern of the vessel." She had the forward light up, and also a second light, but the latter was just forward of the mainmast, hanging down inside the shroud—clearly not the place for the stern light under the Rules. For one of two reasons, either because this second light was obscured, or because the look-out on the *Gannet* was not as good as it should have been, the light was not seen until the *Gannet* was close upon the *Algoa*, and the *Gannet* ran into the *Algoa* between the two lights. Clearly those on board the *Algoa* had broken the regulation. A breach of one of the statutory rules entails the ship being found to blame, except in one case, namely, where it is also held that the breach could by no possibility have contributed to the collision. There were, therefore, three ways in which this case might be decided. First, that the light was so concealed that it could not be seen before it was seen, and that its non-visibility was not shown to be immaterial, which

would entail the *Algoa* being found alone to blame. Secondly, that the light could and ought to have been seen earlier, which would entail the *Gannet* at least being held partly to blame. Thirdly, that there was this bad look-out on the part of the *Gannet*, but that the *Algoa* succeeded in showing that her breach of the rules was immaterial, which would mean a judgment that the *Gannet* was alone to blame. In the Admiralty Division it was held that the *Algoa* was alone to blame for breach of the rule. The judge, however, stated that in finding the *Gannet* not in fault he was acting upon the advice of the Elder Brethren, his own view being that the second anchor light might have been seen earlier, and if seen earlier the collision might have been avoided by the *Gannet*. He also stated that it was a very difficult case, and he was not at all sure that his judgment was right. An appeal was in these circumstances almost a matter of course, and it has worked out in a curious but not wholly unexpected manner. First as to the look-out of the *Gannet*. The Nautical Assessors in the Court of Appeal have taken a view—in agreement with the opinion of the judge, and not of the Elder Brethren in the Admiralty Division—that the second light could and ought to have been seen earlier if a good look-out had been kept on board the *Gannet*. The Court of Appeal adopted the advice so given them, and accordingly, so far, the *Gannet* was held to blame. Then came the question whether the *Algoa* should be held also to blame or not. On that point the Court has held that the *Algoa* failed to show that the wrong position of the light could not by any possibility have contributed to the collision. It is difficult to see how the Court could on this branch of the case have come to any other conclusion. The Court of Appeal, therefore, held both vessels to blame. The peculiarity of the case is that although the judgment of the Admiralty Division has been reversed, the judgment of the Court of Appeal is clearly the judgment which accords with the view which the judge who tried the case himself held.—*May* 27.

ADVANCE NOTES AND ADVANCES.—SEAMEN SHIPPED AT FOREIGN PORTS.

Two cases recently tried in the Queen's Bench Division throw a little light upon questions of some difficulty, relating to advance notes for more than one month's wages issued to seamen at foreign ports. The law on this subject must be extracted from the Merchant Shipping Act, 1894, and it is certainly no easy task. The engagement of seamen in colonial and foreign ports is specifically

dealt with in Section 124 of the statute, which enacts, amongst other things, that "the provisions of this Act respecting agreements with the crew made in the United Kingdom" are to apply. The latter agreements are, by Section 114, to be in a form approved by the Board of Trade; and by Section 140, Sub-section 1, "where an agreement with the crew is required to be made in a form approved by the Board of Trade"—including, by the joint effect of Sections 124 and 114, an engagement at a foreign port—"the agreement may contain a stipulation for payment to or on behalf of the seaman conditionally on his going to sea in pursuance of the agreement of a sum not exceeding the amount of one month's wages." There is a second sub-section which, "save as aforesaid," makes void any agreement conditional on a seaman going to sea from any port in the United Kingdom. In the first of the two cases to which we have referred ("Ritchie *v.* Larsen," the *Melville*), a seaman had been shipped at Talcahuano, in Peru, at £3 a month, and by a conditional advance note £5. 6*s*. 8*d*. had been paid at that port. On arrival at Swansea the seaman was paid his wages less the £5. 6*s*. 8*d*., but on his taking proceedings to recover a "balance of wages" the justices awarded him £2. 6*s*. 8*d*., holding that, under Sections 124 and 140, the advance was void except to the extent of £3, that is, one month's wages. The decision of the justices was not at all unreasonable. Section 140, Sub-section 1, specifying as legal a conditional advance note for a sum not exceeding the amount of one month's wages, it was natural to assume that a conditional advance note for a period longer than the time so limited was invalid, at least to the extent of the excess of time beyond the month. The Queen's Bench Court, however, came to a different conclusion. The Court admitted that this interpretation of the "enabling enactment" (Section 140, Sub-section 1) would have been right if it stood by itself: there would have been an implied prohibition against any advance not so expressly allowed. The Court, however, laid down the rule that this implied prohibition was negatived where an express prohibition followed the enabling enactment. Here there is an express prohibition in Sub-section 2 which renders void an advance note for more than one month's wages, conditional on the seaman going to sea from a United Kingdom port. This prohibition, being confined to an engagement at a United Kingdom port, had no application to the particular case, but it was the express, and therefore the only, prohibition, and there was nothing, therefore, in the statute to limit the validity of the foreign port conditional advance note to one month's wages. This ground of the decision is certainly

highly technical, but, as an interpretation of a statute, must be accepted. We are not, however, particularly inclined to accept the explanation of the Court as to the probable intention of the Legislature. The intention, according to the judgment, was to deal with the practices of the persons known as crimps in the United Kingdom. "The same considerations did not apply to foreign ports because the Legislature had no power over such ports," and "further, a seaman might be detained in a foreign port for a debt exceeding a month's wages, and if he could not get a larger advance than that he might not be able to get away at all." We certainly should have thought that the Legislature was aware of the existence of "persons known as crimps" outside the United Kingdom, and though our Legislature has not power over foreign ports, it has power over payment of wages in English ports, which is where the screw can be put on if need be. Again, if a seaman cannot get an advance of more than one month's wages, that will not affect his power of getting away; it will only limit the amount for which he can be bled before being shipped. However, this part of the judgment was not necessary to the decision, which is to the effect that a conditional advance note issued at a foreign port need not be limited to one month's wages. In the second case ("Rowlands *v.* Miller," the *Hutton Hall*), the master of the *Hutton Hall* had shipped the plaintiff at San Francisco at £4 a month, paying an advance of $40, or £8. 5*s*. 8*d*., which represented two months' wages and a small sum for difference of exchange. The plaintiff was offered on arrival in England his wages less the £8. 5*s*. 8*d*., but refused the offer, and brought his claim before the justices at South Shields. The justices, relying on Section 140 in the same manner as the Swansea justices had done, and also on Section 163, allowed a deduction of one month's wages only, and the master of the *Hutton Hall* accordingly appealed. Here the advance was made not by a document in the form of a conditional advance note; the note was drawn in the form of a receipt for "the sum of $40 in advance," signed by the seaman and purporting to be assigned by him to a third party, who presumably received the $40. Whatever the document was, and whether it was assigned to the third party, seems to be a matter of doubt, and left in doubt by the Court; but it appears to have been considered as an authority to the master of the ship to pay the money, and the Court held that there was nothing in the statute to prevent this being a valid part-payment of the seaman's wages, which he was not entitled to recover again. The main discussion seems to have turned upon the question whether the transaction was invalid under Section 163.

of the Act, the material part of this enactment being as follows: "As respects wages due or accruing to a seaman . . . an assignment or sale thereof made prior to the accruing thereof shall not bind the person making the same." The Court held that this section did not apply to the transaction, inasmuch as, first, it could only touch payments not to the seaman but to someone on his behalf and by his order; secondly, it only related to wages "due or accruing." The Court appears to have considered that wages could not be considered accruing until the services of the seaman had commenced, and to have relied on this fact. The general effect of the two judgments seems to be that a seaman shipped abroad on a voyage to this country is not protected by the statute from the possibility of being deprived of all, or the bulk of, his future wages for the voyage. If it is so, this may well be considered a matter which should properly deserve attention in Parliament.—*March* 4.

ACCOUNTS.—MANAGERS.

SIR,—I held a few 64th shares in a steam-tug, which got into debt and was sold. The manager merely gave me a note stating the amount of the debt and my share of the balance of proceeds of sale. He refuses to furnish me with any details or particulars concerning the debt. Can I lawfully demand a balance-sheet under these circumstances? Yours, &c.,

June 6, 1899. SUSPENSE.

[Certainly "Suspense" is entitled to proper accounts or particulars. The best course in such cases is to put the matter in the hands of a solicitor. If the formal demand through him does not produce the desired result, there ought not to be much difficulty in taking effective legal proceedings. If the manager has received the proceeds of the sale, an action for money had and received would probably force the manager to plead the debt as a set-off, when an order for particulars might, we should say, be easily obtained from the Court.]

APPRENTICESHIP.

SIR,—An apprentice is bound to serve four years in a steamer. Nothing is mentioned in the indentures other than the usual conditions. After the lad has served 2½ years the steamer sails for India, and is there re-chartered to trade on that coast for 2½ years. He will have finished his apprenticeship twelve months before the vessel's charter is up. If he wishes to come home when his four years are completed, do the owners of the steamer pay his passage home, or what course is generally pursued in such a case? Yours, &c.,

South Shields. PHIRO.

[We do not see that the owners are in any way bound to pay the passage home.]

APPRENTICESHIP.

SIR,—Referring to your reply to a letter under this heading in the *Shipping Gazette* of the 11th instant, will you please overhaul the Merchant Shipping Act, 1894, Section 186, Sub-sections 1 (*b*) and 2 (*c*), and say whether these would not apply in the case stated? Yours, &c.,

Monkwearmouth, March 18, 1899. EDWARD CUTTLE.

[The question was whether the owners of a ship were liable to pay the passage home of an apprentice whose term of apprenticeship finished while the vessel was

trading on the coast of India. Our answer was that we did not see that they were in any way so bound. We had not overlooked Section 186 of the Act of 1894, but the section obviously does not apply to the case. It refers to the termination of the service of a seaman or apprentice, not anywhere abroad, but "out of her Majesty's dominions." British India, which practically includes the whole coast of India, is within her Majesty's dominions.]

APPRENTICESHIP.

SIR,—Would you kindly answer me in your query column of the *Shipping Gazette* whether an apprentice is bound from the date on which he signs indentures, or from the date on which he joins his ship? Yours, &c.,
May 6, 1899. "POSTY."

[Under the ordinary form of the indenture, the apprentice binds himself "for the term of —— years from the date hereof," that is, from the date on which he signs the indenture.]

BILL OF LADING.—BLANK.

SIR,—Kindly reply in an early issue if an owner can be held responsible under blank bill of lading, signed by the master. Yours, &c.,
Feb. 6, 1899. INQUIRER.

[A bill of lading is not the contract; it is evidence of the contract. The liability of the owner is dependent on the contract, and this can be proved without reference to any bill of lading. In the case put, the blank bill of lading might be some evidence, but it would be no use by itself to prove the contract.]

BROKERS' COMMISSION.

SIR,—Our representative having occasion to call on a firm of shipowners, they incidentally mentioned to him a steamer they had for sale. Our representative informed owners that he knew of buyers who were in want of such a steamer, and mentioned their name, at the same time asking if they were already acquainted with the inquiry of the parties referred to, and to this owners replied in the negative, and, on our representative's suggestion, owners promised to write direct, no reference being made to commission by either owners or our representative. As a result, the owners sold the steamer to the parties named to them, and we shall be pleased to hear if, under the above circumstances, we are entitled to claim commission for the introduction, notwithstanding that at the time we made no special stipulation for same, although, as brokers, it could scarcely be assumed that we were imparting such information gratis. Yours, &c.,
May 2, 1899. SUBSCRIBERS.

[It certainly seems a case where commission would be due to the brokers.]

BROKERS' COMMISSION.

SIR,—Am I entitled legally to full brokerage as if the undermentioned charters were carried out, or are owners free from their obligation because steamer became a total loss before entering into the last two? 1. Steamer loaded cargo for France, became total loss on passage. Charter provides: Brokerage due on signing of charter, ship lost or not lost. Address commission reads differently, on freight earned. Nevertheless the receivers are asking for this also. 2. To follow No. 1 voyage, another charter was worked on same clause as to brokerage as No. 1. 3. To follow No. 2, a time charter for six months certain was then secured for owners; same clause *re* brokerage as No. 1. Owners decline to pay any brokerage, as no freight has been actually received from any of these charters. Can I enforce my claim, and how far for No. 3? Owners are abroad. Yours, &c.,
May 20, 1899. FEBRAIO.

[As the owners are "abroad," which we assume means are foreign owners, they would have to be sued, if at all, abroad, and their liability would depend on the law of the country. If the claims were tried in England we should say that brokerage

would be held due on No. 1, but not the address commission, and would or would not be held due on No. 2 and No. 3 according as to whether the respective charters were signed or not. We can only express an opinion as to the probable result of the claims; there is always a good deal of uncertainty about the result of such claims.]

CHARTER-PARTY.—WARRANTY OF SEAWORTHINESS.

The decision of the Admiralty Division in the case of the *Vortigern* last June, as to the extent to which shipowners are liable under the warranty of seaworthiness, bore hardly upon shipowners, and for this reason it was of some general importance that the case should be taken on appeal to the Court of Appeal. At the same time the decision appeared so much in accord with the principles laid down in previous cases, and in particular so nearly governed by a fairly recent judgment of the Court of Appeal, that it was hardly to be expected that an appeal would be prosecuted. However, the unsuccessful parties in the Court below have had the courage to take the case up, but they have again failed to sustain their contention, and the onerous nature of the warranty has been most authoritatively laid down. The *Vortigern* sailed from Cebu, in the Philippines, for Liverpool, with a cargo of copra, and ran short of coals somewhere between Perim and Suez, with the result that she had to burn 828 bags of her cargo as fuel, and the action was brought to see who was to sustain the loss. The cargo owners maintained that the shipowners were liable, inasmuch as the loss was caused by the unseaworthiness of the vessel, while the shipowners contended that the loss was caused by the negligence of the engineer, who had miscalculated his coal supply—negligence against which they were protected by the exception in the charter-party. If the vessel could have, and had, taken on board at Cebu the supply of coals intended for the whole voyage the question of law would hardly have arisen, as in that case, the supply being insufficient, the warranty of seaworthiness which attached at the commencement of the voyage would obviously have been broken. In such a long voyage, however, a sufficient supply of coals clearly could not be carried, and, following the ordinary course, the vessel was intended to recoal at certain ports on the way. She accordingly took in coal at Labuan and then at Colombo, and the intention was to take in a further supply at Suez or Port Said. The question in the case, then, was, How was the warranty affected by this division of the voyage, and more particularly how far did the warranty extend to cover the part of the voyage from Colombo? She had then sufficient coal to last her

as far as Perim, where she could have taken as much as was wanted. There was no intention to stop for coal at Perim, but she presumably would have done so if those on board had been alive to the fact that their coal supply was insufficient to carry them on to the Canal. The contention of the shipowners was that the warranty of seaworthiness as regards a sufficiency of coals amounted simply to a warranty that the vessel should have enough on board at the commencement of the voyage at Cebu to take her to the first coaling port, and that there was no further warranty, the subsequent provision of coals being only a duty, and that of the master, to take a sufficient supply for the subsequent stages of the voyage. Another contention on their part seems to have been that, even if the warranty extended to the time when the vessel left Colombo, there was no breach of it, inasmuch as there was then sufficient coal on board to take her to Perim, and the omission to take coal on board there was simply an act of negligence covered by the negligence clause. In view of the decision of the Court of Appeal in "Thin *v.* Richards" (1892, 2 Q.B., 141), it is difficult to see how, if the voyage was divisible into stages, it could be successfully maintained that the warranty only extended to the first stage. The second point is perhaps not so clearly covered by that decision. In that case a ship was to proceed to Oran, and there load a part cargo for delivery at Garston, with liberty to call and fill up at some other port or ports. She loaded the part cargo at Oran, and called at Huelva, where she filled up her cargo. She then left Huelva and went ashore, in consequence of having an insufficient supply of coal. The Court of Appeal held that if the voyage was to be considered a voyage from Oran to Garston she ought to have had, and had not, sufficient coal for the voyage, and if the voyage was to be considered as broken up into stages, the shipowner was bound to see that the vessel had sufficient coal at the commencement of each stage, and in either case there was a breach of the warranty. In the *Vortigern* case it was held in the Admiralty Division that under this decision it followed that there had been a breach of the warranty either at Colombo or at Perim, for if there was one stage from Colombo to Port Said the vessel left Colombo unseaworthy, and if there were two stages, Colombo to Perim and Perim to Port Said, she left Perim unseaworthy, in each case in breach of the warranty which attached at the commencement of the stage, whatever it was. This judgment has now been affirmed. The Court seems to have considered that the only real point was whether or not, the voyage being of necessity divided into stages,

there was an implied warranty at the commencement of each stage that the vessel should be seaworthy for that stage. In the leading judgment before referred to, "Thin *v.* Richards," Lord Justice A. L. Smith cites a judgment of the Privy Council delivered in 1890, "Quebec Marine Insurance Company *v.* Commercial Bank of Canada," as laying down the rule that where there are stages in a voyage there is the separate warranty at each stage. One paragraph of that judgment may be cited:—"It has been well decided that the vessel, in cases where these several distinct stages of navigation involve the necessity of a different equipment or state of seaworthiness, must be properly equipped and in all respects seaworthy for each of these stages of the voyage respectively at the time when she enters upon each stage; otherwise the warranty of seaworthiness is not complied with." This was an insurance case, but, as the Lord Justice pointed out, under the authority of "Steel *v.* State Line Steamship Company" (3 Appeal Cases, page 86), the warranty is the same in a contract of affreightment as in a contract for insurance. "Thin *v.* Richards" was again considered a direct authority, and on principle indistinguishable from the *Vortigern* case. The appeal was accordingly dismissed. As a stay of execution was asked for pending an appeal, it is possible the case may be taken to the House of Lords; but if it is, we are inclined to think the judgment will stand.—*March* 16.

COLLISION.—APPLICATION OF INTERNATIONAL REGULATIONS IN THE THAMES.

In the case of the *Carlotta*, a collision action tried in the Admiralty Division, a very important point of law was decided, namely, as to whether the Regulations for Preventing Collisions at Sea apply in the Thames. It seems rather late for such a question to be still undecided, and considering the limitation given to the title of the International Regulations by the words "at sea," and the fact that there are full, not to say complex, local river navigation bye-laws, it would look as if the question had not been raised because everyone admitted that the special river bye-laws were the only rules applicable in the Thames. From the *Carlotta* judgment, however, it is clear that not only was the question open to argument, but that the answer to it was extremely doubtful. The steamship *Carlotta* was proceeding up the river, rounding into Limehouse Reach, when those on board her saw the other vessel, the steamship *Dundee*, about half a mile up the reach. The *Dundee* was, as her crew alleged and the Court

held, aground and remained so. The *Carlotta*, however, came up the reach and ran into the *Dundee*, her excuse being that the *Dundee*, after she was first seen, had gone on and was not seen to be stopped until too late to be avoided, proper signals not being made to show that she was aground. It was alleged, indeed, that no signals at all were made on the *Dundee*, but the Court accepted her evidence that four-blast signals were being made with her whistle. On the facts the Court held that the *Carlotta* was to blame, and the plea of compulsory pilotage was decided against her, on the ground that no proper warning was given to the pilot by those responsible for the look-out on board the *Carlotta*. An allegation, however, against the *Dundee* raised the point of law. It was said that Article 4(*a*) of the Sea Regulations applied, and that, as "a vessel which from any accident is not under command," she ought to have carried two black balls. The *Dundee* had not hoisted these balls, and on her behalf it was argued that it was not her duty to hoist them. The application of Article 4(*a*) was therefore put in direct issue. In the end the judge held that the article did not apply to the *Dundee*, as it did not apply to a ship aground, and therefore it became unnecessary for the Court to decide the more material and wider question whether the Sea Rules had any application in the Thames. This point had, however, been argued at length, and was dealt with in the judgment. The Regulations are made under Section 418 of the Merchant Shipping Act, 1894, which gives power to Her Majesty, by Order in Council, "to make regulations for preventing collisions at sea," and it was argued that the power was therefore limited to the making of rules to be in force at sea. The first paragraph, however, of the Rules says they are to be followed by all vessels upon the high seas, "and in all waters connected therewith navigable by sea-going vessels"—words certainly wide enough to cover the Thames below bridges. Moreover, earlier International Regulations have been construed to apply to the Thames, Humber, and Clyde, although these enlarging words, "and in all waters connected therewith," were not in those earlier Regulations. There is no doubt that the local rules are in full force (under Article 30 of the Sea Rules), but the question was whether the Sea Rules also have effect locally in addition. The Court, though not determining the point, has now expressed the opinion that the Sea Rules "would apply, assuming that there are either no rules, or no rules which ought reasonably and properly to prevent their application; that is to say, I think, that those rules are intended and ought to apply to waters connected with the high seas which are tidal waters

navigable by sea-going vessels." The judge cited three cases, the *Concordia* in 1865, the *Velocity* in 1869, and the *Cologne* and *Ranger* in 1871, where the Sea Regulations were certainly treated as applying to the Thames; also the *Germania* and the *Ariadne*, where they were applied to the Humber and Clyde respectively, and then added: "Therefore if this case were to depend upon an absolute decision of whether the Sea Rules can apply in the Thames or not . . . I should be disposed to decide it in favour of their application in the Thames." The judge then gives his reasons for holding that, even if this is so, Article 4(*a*) does not apply to a vessel fast aground. Perhaps the strongest reason seems to be that undoubtedly at night vessels aground have to carry not merely the "not under command" two red lights (Article 4(*a*)), but are specially dealt with in Article 11, and have to carry the white anchor light or lights, and the red lights. The judge next points out that the Thames Rules also deal separately with a vessel aground so far as lights at night are concerned. The absence of any special rule with regard to vessels aground in the day-time may be explained—at all events the Elder Brethren made the suggestion—because in the day-time it can be seen that the vessel is aground. Perhaps the last part of the judgment on this point is of the more general importance. Bye-law 40 of the Thames Rules gives the signal, four blasts, which is to be made by a vessel "not under command," and if Article 4(*a*) of the Sea Rules applied to a vessel aground, this Bye-law 40 would also apply to a vessel in that position. But under Article 30 of the Sea Rules nothing is to "interfere with the operation of a special rule duly made by local authority." Therefore Bye-law 40 would apply, and, as the judge then decided, "it is not consistent with the whole scope of these rules or with some decisions to require that the provision in the Thames Rule shall be supplemented and added to by the provision in the Sea Rule." The only other case cited in the judgment was that of the *Ecossais*, where Mr. Justice Butt held that the starboard-hand rule of the Sea Regulations did not apply in the Thames, because it was inconsistent with the general scope of the Thames Rules. The general result of the judgment appears to be, therefore, an expression of judicial opinion that the Sea Rules can apply in the Thames, but that where there is any Thames Rule applicable, that prevents any Sea Rule from applying to that particular matter; and where there is no Thames Rule specially applicable, if the whole scope of the subject is dealt with in the Thames Rules, that again prevents the Sea Rules applying. As the whole

question of navigation in the Thames is dealt with at length in the Thames Rules, it would seem that there can be very few cases in which the Sea Rules can be held to apply in the river.—*May* 16.

COLLISION.—ARTICLES 21 AND 28.—DUTY TO SOUND HELM SIGNALS.—DUTY TO STOP AND REVERSE.

The case of the *Ornen* and *Carola*, which has been decided in the Admiralty Division, affords another example of the harshness of our present system of dividing the loss equally where both vessels are in fault for a collision. For other reasons, however, the decision should be marked. The collision took place in the Cattegat at night, but in weather in which lights could be seen at distances given variously at one to two miles and three to four miles, and, as the judge said, when a collision never ought to have happened. The steamship *Carola* was on a voyage from Sandarne to Grimsby, and was proceeding towards the Skaw, while the steamship *Ornen* was on a voyage from Sunderland to Stockholm, and was steaming in the contrary direction, the vessels being practically on opposite courses. Without giving the details, it is sufficient to state that the *Ornen's* case was that the vessels were red to red, and that her helm was slightly ported, but that the *Carola* at 1½ to 2 miles distance opened her green and shut in her red light. The *Carola* approached until about four cables' lengths off, when the *Ornen* blew one short blast, and, receiving a reply of one short blast, put her helm hard a-port. The *Carola*, however, was seen to be starboarding, and thereupon the engines of the *Ornen* were stopped and ordered, but not got, full speed astern when the collision happened. The story of the *Carola* was that the vessels were green to green, and her helm was slightly starboarded, but that the *Ornen* ported into her. Of course the two stories were diametrically at variance, but it is unfortunately not a peculiar circumstance to find this difference of statement. Here either the vessels were in such relative positions that the porting of the *Ornen* was absolutely wrong, or the collision was brought about, mainly at least, by some starboarding of the *Carola*. The judge found that the vessels were meeting very nearly end-on, and that the *Carola* starboarded and continued to starboard, and that the collision was in the first instance caused by such starboarding. If the judgment ended here it would not be of any interest except to the parties, but there are two matters which render it of more general importance. Both vessels, when they came in sight of each other, altered their courses, but did not give

any helm signals, and upon this the judge, with the advice of the Trinity Masters, has adversely commented. The Court points out that Article 28 is imperative. Helm signals are now not optional, and vessels which see one another and act for one another should signify their action by whistle, because then everyone on deck knows what the vessel is doing. The Court suggested that this is probably one of the reasons why the rule was made imperative, and it is a very reasonable hypothesis. At the same time, it is not easy to see that the rule applied upon the circumstances as sworn to by either side. The rule is that the course signals shall be given where a vessel in sight of another takes a course "authorised or required" by the rules. Here, if the evidence of one side or the other was to be believed, the vessels were either port to port or starboard to starboard, and no rule either authorised or required one or the other to alter her course. It is, however, probable that the Court held the rule to apply on the ground that the vessels were in neither one nor the other of these positions, but were really within the meeting rule (Article 18), and each was required to port. We must confess to being much impressed by the suggested reason for the obligatory nature of Article 28, and, whether the instruction laid down is strictly authorised or not, it seems a safe and proper rule for officers in charge to obey, namely, for a steam vessel when acting for another vessel in sight to give the helm signal. This may not, in strict law, be necessary under the rules, but it certainly breaks no rule and may be useful. Those navigating the other vessel may not hear it, but the signal may at least impress upon those on board the vessel making the signal what they are really doing. The next matter to which we wish to refer in the judgment is the reason which impelled the Court to find the *Ornen* to blame. It will be noted that there was a period in which, though the green light of the *Carola* was open to her and the vessels were obviously approaching in such a manner that there was risk of collision, her engines were not stopped or reversed. The reason given by the master of the *Ornen* was that during that time it was the duty of the *Carola* to keep out of the way and of the *Ornen* to keep her course and speed under Article 21. This shows the extreme difficulty in which the addition of the words "and speed," introduced for the first time in the present Rules of 1896, have placed navigating officers. It may well be that in the particular case Article 21 never did apply, inasmuch as the vessels were within Article 18, and each was bound to port her helm, neither being, therefore, bound to keep her course and speed. It is, however, undoubtedly the fact that

vessels do not infrequently approach each other in such relative positions that one is bound strictly under Article 21, and the officer in charge must make up his mind how long he is to consider himself bound to keep his course, and at what moment he is absolved from this duty and bound, either under the note to the Article or on some general principle, to adopt the precaution required by ordinary prudence of stopping and reversing. It is a heavy responsibility to throw upon officers to decide this point. The difficulty has, no doubt, chiefly arisen from the ill-advised alteration of the present Article 21. It is not easy to give sound advice on the subject. All we can say is that the rule to keep on speed is not at all likely to be construed with any particular strictness, though it is really as binding as any other rule, and that an officer who sees real danger of collision is hardly likely to be found in fault if he reduces his speed or stops his way by reversing. In the case of the *Ornen* the judge held that the officer in charge did not stop and reverse till a considerable time after he must have known that a collision was inevitable. On this finding certainly the *Ornen* was to blame. Whether it was a harsh finding is not for us to consider. Our point is that in some cases the duty thrown upon officers to decide the exact moment when they are bound to act as if Article 21 ceased to apply is one of extreme difficulty, and we certainly think it is a duty which never ought to have been thrown upon them. In this respect, as in certain others, we are strongly of opinion that the present rules are by no means an improvement on the rules in force before 1896. —*July* 15. (The judgment has been affirmed by the Court of Appeal, January 23, 1900.)

COLLISION.—DAMAGES BEYOND BAIL GIVEN.

The judgment of the Court of Appeal in the case of the *Gemma* is of more than ordinary importance to foreign shipowners whose vessels have been arrested here in an action for damages by collision. Put shortly, it is to the effect that where full bail for the value of the vessel has been put in, and judgment has been given in favour of the claimants for an amount exceeding the bail, they can enforce their claim for the excess against the released vessel or any other property of her owners. The material facts of the *Gemma* case are as follows:—In February, 1898, a collision took place in Sea Reach in the River Thames between the English steamship *Kildona* and the German steamship *Gemma*. Proceedings were subsequently taken in the Admiralty Division by action *in rem* to determine which vessel was in fault, the owners of the

Kildona being plaintiffs, and the owners of the *Gemma* defendants and counter-claimants. The *Gemma* had been arrested in the ordinary way, but by agreement between the parties she was released from arrest on the defendants, through their solicitors, agreeing to appear and put in bail in a sum not exceeding the value of the *Gemma* and her freight, and this bail was subsequently completed in the amount of £4,875. In July last year the action was tried, and resulted in the Court giving judgment for the owners of the *Kildona*. The plaintiffs' damages were then assessed by the Registrar and merchants and their costs taxed, the sum due to the plaintiffs being £5,538. 5*s*. 10*d*. damages with interest thereon, and £441. 10*s*. 5*d*. costs, an amount which exceeded the bail by about £1,317. The defendants paid the plaintiffs the £4,875, and there the matter rested for the time being. Recently, however, the *Gemma* put into Berwick, and the plaintiffs, taking out a writ of *fieri facias*, had her arrested by the sheriff to satisfy their claim for £1,317 under their unsatisfied judgment. The defendants at once applied in the Admiralty Division for an order directing the sheriff to release the vessel, on the ground that, having once been arrested and released on bail being given for her full value, she could not be arrested a second time to satisfy the same claim. Considering that there must have been many cases where the bail has been insufficient to fully satisfy judgment, it is curious that neither plaintiffs nor defendants could refer to any case where the legality of such re-arrest, under a writ of *fieri facias*, had been questioned, or where indeed there had been any such second arrest. The defendants, however, strongly relied upon the opinion expressed in the Court of Appeal in the case of the *Christiansborg* (10 P.D., 141), where it was said that when bail is given and the release of the ship is thereby obtained, the bail must be considered as the equivalent of the *res*, and that the ship "is released from all rights and claims against her in respect of the collision, which is the cause for which her owners have been compelled to give the bail." The plaintiffs, on the other hand, argued that although the giving of bail freed the ship from the lien under which the ship lay for the damage, the judgment placed the plaintiffs in a position not indeed to enforce the Admiralty lien, but to enforce the judgment itself against all property of the defendants as judgment debtors through the sheriff under the ordinary writ of *fi. fa.*; that the sheriff in the course of his duty was entitled and indeed bound to seize any goods of the debtors, without distinction; and that so long as the *Gemma* was the property of the debtors she was liable to seizure, not under the lien, but as property seizable for the

defendants' judgment debt. Mr. Justice Bucknill, however, considered the rule laid down in the *Christiansborg* to cover the case, and made the order that the sheriff should withdraw. The plaintiffs thereupon appealed, and the Court of Appeal has now decided in their favour. The Court considered the *Christiansborg* to be altogether a different case, and based their judgment rather on the principle laid down in the *Dictator* decision (1892, P.D. 304). That the point decided in the *Christiansborg* case was different is clear, the question there being whether a vessel could be arrested in a second Admiralty action while the first was pending, but the judgments apparently went a good deal beyond the question immediately before the Court. The decision must now be considered much more strictly limited in effect than would seem to have been intended. The *Dictator* decision was to this effect. An action had been brought for salvage. Plaintiffs claimed £5,000; defendants appeared and gave an understanding to put in bail for that amount; the Court awarded £7,500, whereupon the plaintiffs obtained leave to amend the writ by altering the sum claimed to £8,500, and moved for leave to proceed against the defendants personally for the full amount. It was held that the defendants were personally liable, and that the plaintiffs were entitled to sue out writs of *fi. fa.* to enforce payment. The Court of Appeal in the *Gemma* case has now laid down as a principle that the defendants, by appearing, submitted to the jurisdiction and were thereupon personally liable to the extent of their property to satisfy the judgment, quite apart from the amount, however limited, of the bail. It is a decision of wide-reaching effect. In the case of the *Gemma*, the owners appeared not merely to free their vessel but also to counter-claim, and in such circumstances it may seem equitable enough to consider them as submitting to the jurisdiction. The fact of their being counter-claimants was, however, not a basis of the decision; the material fact was their appearing. An appearance entered simply for the purpose of effecting the release of the ship seems therefore to be enough to subject the owners personally to the jurisdiction of the Court, and after judgment any of their property which comes to this country can be seized to satisfy the judgment. The decision appears a little startling at first, but it is not necessarily inequitable. The award of the Admiralty Court must be assumed to be just, and so long as it stands unsatisfied there is the debt due, and if the Courts of the country have, in the particular circumstances, the practical power of enforcing payment of the debt, it is difficult to see why the power should not be exercised. No doubt the foreign owner may well think he has a

grievance. Under the law of almost every civilised country except England the ship itself is the limit of the owner's liability, and it is quite natural for him to consider that he ought not to be made liable in this country for more than he would be in his own. However, the Courts of each country have to put in force their respective laws, and so long as they treat all parties alike—and our English Courts do—there is no real grievance or injustice. The remedy is, if it can be done, to bring the respective laws into harmony.—*August* 11.

COLLISION.—DAMAGES.—LOSS OF USE OF VESSEL.

The recent decision of the Admiralty Division in "The Mersey Docks and Harbour Board *v.* the Owners of the *Mediana*" is of considerable importance, and, in view of the apparently conflicting decision of the House of Lords two years ago in the *Greta Holme* case, merits careful consideration. The Mersey Docks and Harbour Board have to maintain lightships at four stations in the approaches to the River Mersey. One of them, the *Comet*, was sunk last April by the steamship *Mediana*, and the defendants became liable to pay the loss occasioned by the accident. A reference was held at the Liverpool Registry to assess the amount of the damages recoverable, and all the items claimed were admitted except one. This was for "loss of the use" of the *Comet*, or, as it was alternatively put, "hire of the services" of another lightship, the *Orion*, which was used to fill the place of the *Comet* on her station while the *Comet* was under repair. Objection was taken to this item, which amounted to £310. 16*s*., on the ground that in the circumstances the plaintiffs had suffered no damage which they could claim under either of these heads against the defendants. The material facts upon which the claim was made and resisted were simple. The Board has, besides the four lightships on the four stations, a fifth ready to take the place of any one of the four as that one is brought in to be overhauled in ordinary course. That fifth lightship is necessary, but is sufficient as such relief boat. A sixth lightship is, however, kept for special emergencies, ready to proceed at once to take the station of any one of the four which may be injured by an exceptional casualty, collision, or storm. The *Orion* was the vessel fulfilling the duty as this sixth lightship. The Registrar, in his report, stated that before the *Greta Holme* decision he would have had no hesitation in disallowing the item, but that, although the facts of that case and the present were not exactly the same,

the ground of the *Greta Holme* decision covered the case, and he accordingly allowed the claim. It was from this decision that the appeal was brought. The *Greta Holme* was the case where a dredger, also belonging to the Mersey Docks and Harbour Board, had been sunk while employed in deepening the bar of the Mersey. No substitute for her was found, but a claim was made for the loss of the use of the dredger during the time she was under repair. The claim was resisted successfully in the Registry, the Admiralty Division, and the Court of Appeal, on the ground, amongst others, that the Board had suffered "no tangible pecuniary loss." The House of Lords, however, after twice hearing the case argued, reversed the decision and allowed the claim. As we said at the time, the practice of the House of Lords of delivering separate judgments instead of one, as in the Privy Council, makes it difficult to extract the real principle upon which the appeal was decided, but we believed the principle laid down to be that where, by a negligent act, a person or even a non-trading corporation is deprived for a time of the use of property, damages are payable, even though no specific money loss can be proved. If this had been the principle laid down it would apparently have covered the present case, as the Liverpool Registrar held. The Admiralty Division, however, has not so interpreted the *Greta Holme* decision. In the opinion of the judge, all that was there decided was, firstly, that where a plaintiff has been deprived by the wrongful act of the defendant of "the use of a useful chattel which he was at the time actually using," there is "a *primâ facie* claim for some compensation"; secondly, that "the claim is not defeated because it cannot be carried out into actual money figures"; and thirdly, that a public body making no profit might make the claim just as a private individual might make it. And the judge held that, so interpreted, the *Greta Holme* decision did not include the case, inasmuch as the plaintiffs had in fact sustained no damage by being deprived of the services of the *Comet*, "because they had under their hand another vessel doing nothing, and earning nothing, and which without a fraction of loss . . . they could put in the place of the *Comet*." Once clear away the *Greta Holme* decision, the authorities were, the Court considered, clear against the admission of the claim. The *Clarence* was a case in which Dr. Lushington refused to allow the General Steam Navigation Company demurrage, the place of the injured vessel having been filled by another ship belonging to the same company. The *Munster* was a similar decision of the President of the Admiralty Division in

circumstances, perhaps, more similar to the *Mediana* and *Comet* case. The City of Dublin Steamship Company had a contract to carry mails between Holyhead and Kingston, keeping four steamships for the purpose. Each of the four had to be withdrawn for survey in the course of the year, and the company therefore built a fifth to take the place of the one withdrawn. The President refused to allow any claim for the loss of the services of the injured vessel, inasmuch as her place was filled without additional expense to the owners. The later case of the *Emerald* was practically identical with the *Mediana* and *Comet* claim. It was, indeed, a claim by the Mersey Docks and Harbour Board for the use of the *Orion*, replacing the same lightship the *Comet*. The President refused to allow the claim, and the judgment on this point was not appealed against, although on another point the case was taken to the Court of Appeal. Other cases were referred to in argument to the same effect, namely, "that where one or more vessels is kept in reserve with a view to maritime contingencies damaging somewhat the vessel in actual use, and it is possible to bring that reserve vessel in, no charge can be made against the wrongdoer for the loss of the use of the vessel, as the plaintiffs suffer no real loss by reason of the temporary deprivation." It certainly does seem hard that owners who have sunk capital in providing a vessel as a reserve have no claim, while if they had not exercised such prudence, and had to hire a vessel to fill the vacancy, they would certainly have been able to recover the cost of the hire. However, that point was urged in the *Munster* case, and was put forward unsuccessfully. Assuming the decision and the explanation of the *Greta Holme* judgment to be correct, we certainly should be curious to know whether, if the case came before the House of Lords, their lordships would accept the limitation, or over-rule the principle laid down in the series of decisions from the *Clarence* to the *Emerald*.—*February* 6.

COLLISION.—DAMAGES.—LOSS OF USE OF VESSEL.

The decision of the Admiralty Division at the beginning of the month in the case of the *Mediana* and *Comet* has now been reversed by the Court of Appeal, with the result that the well-known *Greta Holme* decision of the House of Lords again becomes of practical importance. The material facts of the two cases can be shortly stated. The *Comet*, a light-vessel belonging to the Mersey Docks and Harbour Board, while on her station was run down by the *Mediana*, and while being repaired had to be replaced. The

Board has four lightships on four stations, and keeps a fifth to take the place of any of the four as it requires to be overhauled in ordinary course, and a sixth for special emergencies. This sixth vessel, the *Orion*, accordingly was utilised to replace the *Comet*, and the question before the Courts was whether the owners of the *Mediana* should pay an agreed sum of £310. 16*s*. for "loss of the use" of the *Comet*, or, as it was alternatively put, "hire of the services" of the *Orion* while the *Comet* was under repair. The *Greta Holme* was the case of a dredger belonging to the same Board, which was sunk while employed in deepening the bar of the Mersey. No substitute was found for her, but a claim was made for the temporary loss of her services while she was being repaired. That claim was resisted, and successfully, right up to the House of Lords—the Registry, the Admiralty Division, and the Court of Appeal all holding that the claim could not be substantiated, on the ground that no loss, or, as it was said, "no tangible pecuniary loss," had been sustained by the Board. In the House of Lords the claim was allowed on the ground, as we understood the decision, that where, by a negligent act, a person is deprived for a time of the use of property, damages are payable, even though no specific money loss can be proved. Before this decision there was undoubtedly a series of judgments to a contrary effect. In the *Mediana* case the Liverpool Registrar stated that, except for the *Greta Holme* decision of the House of Lords, the authorities were clearly against the claim, but he considered the grounds for that decision applied to the case, and he accordingly decided in favour of the claim. On appeal, however, to the Admiralty Division the judge took a different view of the *Greta Holme* decision. The judge held that all the House of Lords had decided, so far as was material, was that where a plaintiff was deprived by the wrongful act of the defendant of a useful chattel in use there was, not a right to compensation, but a *primâ facie* claim for some compensation, which was not defeated simply because it could not be carried out "into actual money figures." In the case before him he held that in fact no damage had been sustained, as the plaintiffs "had under their hand another vessel doing nothing and earning nothing, and which without a fraction of loss . . . they could put in the place of the *Comet*," as they did. The *Greta Holme* decision being so got rid of, the judge, giving effect to the previous series of decisions, decided against the claim. In these circumstances the case came before the Court of Appeal. That Court, it should be remembered, had in the *Greta Holme* case taken the view that to support a claim tangible pecuniary loss must be shown, and that

the cases were up to that time in accordance with this principle; but they had now to consider whether the House of Lords had or had not formally dissented from this principle. They have now, in over-ruling the Admiralty Division, decided that the House of Lords really did mean, as we thought, to lay down a guiding rule that substantial damages can be got from a wrongdoer who has deprived the plaintiff of the use of a chattel for that deprivation, quite irrespective of whether any actual pecuniary loss is proved. In considering and reconsidering the several judgments delivered in the House of Lords—and we must again express regret that the procedure of the House of Lords still allows the delivery of separate judgments by each of their Lordships who are sitting—this certainly appears to us to have been the rule laid down, and it seems a principle which is reasonable and business-like, and to be shown to be so by the facts of this particular case. If the Mersey Docks and Harbour Board, instead of prudently providing a special vessel as a stand-by to take the place of a lightship run down by an accident—which, though not frequently happening, must certainly be anticipated to occur—had made no such provision, they would have had to hire a substitute of some kind or other, and the money so expended would certainly have been recoverable as an admitted item of the damages. They very properly chose rather to expend a capital sum in providing this stand-by, and part of the necessary expense appears to be a perfectly proper charge to make against any party whose negligence—whether prospective or not seems quite immaterial—is the cause of the expenditure.—*February* 21.

COLLISION.—NAVIGATION IN FOG.

As a rule we refrain from commenting upon the findings of Naval Courts-Martial, even where the navigation of a merchant vessel has been under consideration as well as that of one of her Majesty's ships, mainly because civil proceedings may be pending, and it is difficult to avoid appearing to prejudge the case. It seems, however, to be a duty to make some observations upon the result of the court-martial held upon the officers of H.M.S. *Surprise*, inasmuch as the criticism of the navigation of the *Netley Abbey*, the collier which was sunk, appears to be based on a serious misapprehension of the law under which ships—merchant vessels at all events—have to be navigated. Without some word of warning the result of this official investigation may very well be mischievous. The actual finding that there was fault on both

sides may be correct; on this point we wish it to be clearly understood that we express no opinion. We must, however, very strongly dissent, on principle, from some of the findings against the *Netley Abbey*. The circumstances seem to have been comparatively simple. It was common ground that the collision took place in a thick fog on the afternoon of August 4, in the Channel, somewhere off St. Alban's Head. According to the statement of her commander, the *Surprise* was steaming 9½ knots through the water, having been blowing her siren for the best part of an hour, when, apparently, after a whistle had been heard on the starboard bow, the *Netley Abbey* was seen right ahead, 150 to 200 yards off. The orders were given full speed astern and hard a-port, but the *Surprise* struck the port side of the *Netley Abbey* abaft the engine-room, doing her so much damage that she sank soon after the man-of-war had backed out. According to the evidence from the collier, she ran into the dense fog at 4.15, and the engines were eased; ten minutes later a siren was heard upon the port bow, and as the sound seemed to draw nearer her master stopped his ship in order to locate the sound; soon after the *Surprise* was seen heading for the *Netley Abbey's* midships; full speed ahead was ordered, the helm was ported and a single blast blown; shortly afterwards the *Surprise* seemed to be swinging to starboard, but when a collision appeared to be unavoidable the order was given to stop the engines. Apart from the written defence of the commander of the *Surprise*, to which we shall have to refer, these seem to be the material statements. The findings of the Court as against the *Surprise* were that her engines were not eased down when entering a thick fog, but the Court held that the primary cause of the collision was the bad handling of the *Netley Abbey*, in that she ported her helm, was stopped without way, lay across the track of vessels passing up and down, and did not sound her siren in accordance with the regulations. It is difficult to see how these findings were arrived at upon the statements, but the written defence of the commander of the *Surprise* throws some light upon them. It is this document which invites inspection. First as to the speed of the *Surprise*. The 9½-knot speed through the water is given as 8 knots over the ground, and it is said that this was a moderate and proper speed, as the best manœuvring power was thereby obtained. Our only comment on this point is a warning to shipmasters that in a fog they must go, not at their best manœuvring speed (which, by the way, is obviously not in the least dependant upon speed over the ground), but a moderate speed, and it is inconceivable that any such speed as 9½ knots

when a vessel can only be seen 150 to 200 yards off would in the Admiralty Court be considered a moderate speed within the meaning of Article 16. Then as to the navigation of the *Surprise*. According to the defence, a whistle being heard on the starboard bow, the commander concluded that the other vessel was nearly parallel or crossing at a small angle, and it was his duty to keep clear, and he acted on the assumption that her steam whistle indicated that she was moving through the water. He did not stop, as he would have laid his ship open to be run down by the stranger, and he would have got clear "unless, &c." We will deal with the "&c." presently. As the Court found no fault with this reasoning, and the consequent action or non-action, we must point out how, as we understand it, the master of a merchant vessel would be wrong if he acted upon any such view. Article 16 is clear: "A steam vessel hearing apparently forward of her beam the fog-signal of a vessel, the position of which is not ascertained, shall, so far as the circumstances of the case admit, stop her engines, and then navigate with caution until danger of collision is over." It is obvious that position does not mean merely bearing; it must mean course as well as bearing of the other vessel. Unless this is ascertained—not wrongly concluded —the engines must be stopped. The only exception is where the circumstances of the case do not admit of this being done. The argument that stopping would expose the vessel to danger of being run down by the other vessel would never be accepted. If it were in one case it would have to be in all, and the Article would be absolutely nugatory. On this point the nature of the steam-whistle signal heard—whether it was the one-blast of a vessel having way, or the two-blast of a vessel stopped and having no way—is absolutely immaterial. Now for the "&c.," which represents the allegations against the *Netley Abbey*. (*a*) Being on the starboard side of the *Surprise* she ported her helm; (*b*) she blew her under-way signal, although actually stopped. As to (*a*), the findings are obviously fallacious, to use no stronger word. The *Netley Abbey* was wrong because she ported, although she was stopped without way! The Court does not explain how porting could possibly affect the *Netley Abbey* if she had no way on. The *Netley Abbey* might, of course, have effectually ported before she took off her way, but the charge against her seems to have been that when her whistle was heard—not afterwards, when she was seen—she was improperly stopped. It can hardly be that the Court considered that before that she had improperly ported, and, as we have stated, her story was that she ported after the

vessels were in sight 150 to 200 yards off, when porting could not possibly have been wrong. On this point all that can be usefully said is that manœuvring, if for a vessel not in sight, is a most dangerous experiment. The next finding against the *Netley Abbey* is that she improperly lay across the track of vessels. Supposing she did "lay across the track," this on the high seas is no offence. It may possibly be that in a narrow channel it is an act of negligence to obstruct the channel more than is necessary, but in open water we have never heard it suggested that a vessel may not lie as she likes, and stopping in accordance with Article 16 is not only permissible, it is compulsory. This leaves one point only to be dealt with—whether the *Netley Abbey* did not sound her siren in accordance with the regulations. Of course we cannot affect to deal with this as a question of fact. It seems, however, to have been admitted that she was sounding her siren before she came in sight, and it may be assumed that the fault found with her was that, though stopped in the water, she sounded the one-blast signal instead of the two-blast signal. This, again, is a matter of fact. As we are only referring to this case for the benefit of masters of other vessels in somewhat similar circumstances, we need only point out that the regulations draw a distinction between a steam vessel having way upon her, and a steam vessel under way but having no way upon her—the former must sound single blasts and the latter double blasts. In the case of a vessel stopped and gradually losing her way, it may be difficult to determine the exact moment when the vessel is stopped in the water and the single must be changed to the double blast, but if the master does his best to act in accordance with the rule he need not fear that a civil court will find him to blame.—*September* 5.

COLLISION.—NOT STANDING BY.

In collision actions in the Admiralty Division charges against one or other vessel of not standing by used frequently to be made, but were so seldom substantiated that one of the judges—we believe it was Lord Hannen—made some rather strong remarks from the Bench against the practice of putting forward such charges unless there was reasonable cause to consider that they could be proved. They are still occasionally made, though probably not nearly so frequently, but almost always it turns out—and it is much to the credit of seamen that it is so—that there is no sufficient ground for the very serious allegation. In a recent case —"The *Pierremont v.* the *Ilios*"—the former vessel was charged

with a breach of the statutory regulations in this respect, and the Court appears to have considered that the charge was proved. For two reasons we draw attention to the case. First, because, however humane and anxious to save life, even at personal hazard, masters and officers may be, it is well to keep before them the imperative nature of their duty, which is well shown by this case. Secondly, because in the judgment of the Court the effect of a breach of the rule is clearly explained, and the explanation may possibly be not quite in accordance with the view generally taken. On the first point it is not necessary to say more than that the case should be noted and accepted as a warning that a master must not allow anxiety for the safety of his own ship and crew to cause him to neglect taking active and prompt measures to assist the other vessel and those on board her to the utmost extent of his power, so far as may be practicable. The second point may best be dealt with by giving the main facts of the case and explaining the judgment. The two vessels were coal-laden steamships, bound south from the Tyne, and the collision took place somewhere off Souter Point. The *Ilios* was the leading and slower vessel, and the *Pierremont* was coming up on her port quarter, the courses being nearly parallel but slightly convergent. It was the duty of the *Ilios* to keep her course, and of the *Pierremont* to keep out of the way, and as it was a clear fine night, and the proper lights seem to have been exhibited, there ought not to have been any difficulty in avoiding danger. But somehow the vessels came into collision, the *Pierremont*, with her starboard bow, or stem and starboard bow, striking the port side of the *Ilios*, doing her so much damage that she sank shortly afterwards, and unfortunately no fewer than twenty out of the crew of twenty-three on the *Ilios* were drowned. As to the cause of the collision, the question raised seems to have been whether it was an improper starboarding of the *Ilios*, or, on the other hand, improper navigation on the part of the *Pierremont* in not keeping out of the way, which brought about the collision, and the specified charges against the *Pierremont* were porting and neglecting to stop and reverse. There was, moreover, the special charge against the *Pierremont* of neglecting to stand by. The evidence, as the judge accepted it, was to the effect that after the collision the *Pierremont* was making water fast, and that her master allowed her to fall to the eastward after the collision, and for twenty minutes to move away from the *Ilios* before he turned her round and came back somewhere near to the place of collision with the object of rendering assistance; while the judge found

that he did not bring her into close proximity, or he would have seen some of the crew of the *Ilios* in the water, and might have saved some of them. Now the statute says that "in every case of collision between two vessels it shall be the duty of the master or person in charge of each vessel, if and so far as he can do so without danger to his own vessel, crew or passengers, to render . . . such assistance as may be practicable and may be necessary . . . and to stay by the other vessel until he has ascertained that she has no need of further assistance." One consequence of failing to obey this regulation, if no reasonable cause for such failure is shown, is that "the collision shall, in the absence of proof to the contrary, be deemed to have been caused by his wrongful act, neglect, or default." The judge held on the evidence that the master of the *Pierremont* "did not do his duty as he should have done"; he expressly stated that he did "not find that the master wilfully abandoned these people with a wilful mind," but that he "acted with great carelessness and great forgetfulness of the lives of the people for whom he was responsible." This shows the strict, but surely by no means too strict, view which the Court takes of the statutory duty. Now as to the effect of the finding. It is probably the general opinion that when the regulation is proved to have been disobeyed the vessel must be found in fault, in the absence of proof to the contrary, *i. e.*, proof that the vessel was not in fault. The judgment, however, shows that this is not the effect of the statute. The judge pointed out that the statute does not say that the ship is to be deemed in fault, but that it is the person who is to be deemed in fault, in the absence of proof to the contrary. In this particular case the master was in his cabin up to the time of the collision, and the Court held that, assuming he was in default, this threw no light on the conduct of the second mate, who was in charge before the collision, and the fact of the master being below was "proof to the contrary," *i.e.*, proof that he was not responsible for the collision. In the end, however, the *Pierremont* was found to be solely to blame, on the ground of not having a proper look-out, and neglect to obey Article 23, the stop and reverse rule.—*February* 16.

COLLISION.—THAMES.—STOP AND REVERSE RULE.

The Thames Conservancy, in converting last year the numerous bye-laws for the regulation of the navigation of the river into one code of regulations, performed a very necessary work. The new

rules, however, the "Thames Bye-laws, 1898," are still cumbersome and complicated. The circumstances in which some of the articles are meant to apply are left in doubt; there are repetitions with misleading variations, and in at least one instance, as Mr. Justice Bucknill has just pointed out, they are conflicting. Sooner or later they must be condensed, rearranged, and certainly in some respects materially amended, and the sooner this is done the better. Before dealing with the case which elicited Mr. Justice Bucknill's strictures we may just refer to some of the other imperfections. Under Article 39 the one, two, and three short blasts are specified as indications of the course steam vessels in sight of each other intend to take, but these signals are not made compulsory. Under Article 42 the same signals are again specified as giving the same information, directing the course to starboard or to port, and going full speed astern, but the signals are made compulsory on a vessel in sight of another taking a course authorised or required by the bye-laws. Either these rules are redundant or they have some different hidden meaning or application. It may be that Article 39 refers only to vessels navigating in a fog, as it comes in the group 36 to 41, which are headed "Fog and Steam Whistle Signals," but if so presumably Article 40, which refers to the whistles to be given by vessels not under command, and 41, which refers to the whistles to be given by vessels coming out of dock, must apply only to vessels navigating in fog. This can hardly have been intended, for if so, where are the corresponding rules applicable to vessels not under command and coming out of dock in clear weather? Again, there is rule after rule for sound signals in particular circumstances, and at the tail-end of Article 43 a prohibition against any other signals being made, but no provision is made for any simple warning signal, which is certainly required in circumstances not specified, but which do occur. Two vessels may be proceeding up or down the river on a clear day, and the leading vessel runs aground. What is she to do to warn the following vessel? Article 40, supposing its application not confined to foggy weather, is the nearest approach to a rule applicable, but it only refers to a steam vessel which cannot get out of the way of an approaching vessel, apparently not the case even if the leading vessel is under steam. Again, how is a sailing vessel to warn a steam vessel approaching her that she is, either by necessity or otherwise, altering her course or bringing up? The rules seem to contain errors both of omission and of commission. Now to refer to the recent case in the Admiralty Court. There

was nothing much out of the way in the circumstances of the collision. A steam hopper had been at anchor to the flood tide, near Coldharbour Point, and proceeded to get under way to go up river. When turning round under a port helm, having got athwart the river, those on board her sighted about a quarter of a mile higher up the river, and therefore on her starboard side, the steamship *J. W. Taylor* coming down. Those on board the steamship appear to have seen the hopper in this position, but on their port bow, and, hearing the whistle of the hopper, which seems to have blown the three-blast signal, considered she was going astern, and accordingly ported to pass ahead of her. Then the pilot of the steamer says—and the Court appears to have accepted his evidence—that the hopper came ahead, and that, being in doubt what to do, he stopped the engines, and afterwards, when he thought a collision was about to take place, reversed full speed. The Court held on the facts that the hopper was to blame, as it was her duty as a vessel crossing the river to keep out of the way of vessels navigating up and down the river, and she obstinately came across. The more difficult question was whether the steamer had to be held in fault. Finally she was found also to blame for breaking one of two of the Thames Rules, Articles 49 and 53, although the judge added the serious remark, "How on earth a master navigating his ship is to read those two rules together, and make clear what his duty is, passes my comprehension." If there had been no special rules, as a matter simply of navigation, it is difficult to see how the pilot of the *J. W. Taylor* could have been found in fault on his own evidence. However, there were the rules. Article 53 says, "Where by the above bye-laws, one of two vessels is to keep out of the way, the other shall keep her course and speed." The *J. W. Taylor* was the "other" vessel in this case. So she had to keep her course and speed. Article 49 is to the effect that "every steam vessel . . . when approaching another vessel so as to involve risk of collision, shall slacken her speed and stop and reverse if necessary." At some time obviously the *J. W. Taylor* was approaching so as to involve risk of collision. So it was her duty to stop and reverse, as there could hardly be any doubt of the necessity, for she hit the hopper amidships. How the rules could both be strictly obeyed it is not easy to see. In the event the judge found that at least one of these rules had been broken, inasmuch as the *J. W. Taylor* stopped for a very material time, and so did not "keep her speed." As to whether he disobeyed Article 49 for not reversing as soon as it was seen that the hopper

was obstinately proceeding to the south shore, the Court expressed no opinion. It is, however, difficult to see how any answer could have been given except in the affirmative, if the point had been decided. It seems plain how the difficulty has arisen. Under the old Thames Rules the "other" vessel had to "keep her course," not "her course and speed," while the stop and reverse rule was practically the same as at present. The rule as to keeping speed has obviously been adopted from or in accordance with the corresponding article of the International Sea Rules. In those rules, however, the stop and reverse rule has been modified so as to refer only to the vessel which has to keep out of the way, and not to the "other" vessel. The modification prevented the difficulty arising under the Sea Rules. It was not adopted in the Thames Rules, and so pilots and masters navigating a vessel in circumstances which are of constant occurrence are apparently given the option of breaking one rule or the other. Either the words "and speed" must be dropped out of Article 53, or Article 49 must be modified to apply only to the giving way vessel. Our own view always has been that the alteration in the International Rules was a mistake, but as those rules have been altered and are not likely to be altered back, the only plan seems to be to bring the Thames Rules into harmony with them by modifying Article 49 so as to accord with Article 23 of the Sea Rules.—*July* 4. (The judgment has been varied by the Court of Appeal, January 26, 1900.)

COLLISION.—TYNE.—PORT HELM RULE.

The navigation of our larger rivers ought to be as safe, so far as risk of collision between steamships is concerned, as the navigation of the open sea. In ordinary fine weather it ought, indeed, to be a good deal safer, inasmuch as there usually is a rule assigning one side of the river to up-going and the other to down-going steam vessels, and obviously, if the rule is strictly obeyed, such vessels when so proceeding cannot get in each other's way. In the Mersey, Tyne, and Tees, for instance, there are strict local rules to the effect that each vessel shall keep on the side which is on the starboard hand. In the Humber the Sea Regulations are made to apply, and by virtue of the Narrow Channel Article the navigation is similarly restricted. The Thames is an exception, as under the Thames Bye-laws there is no actual rule to this effect, but only a direction to pass port side to port side. That even where the more general rule is in force such collisions do take place is due, no doubt, to a great extent to negligence, but it

is also partly attributable to the exigencies of river navigation, which cannot be fulfilled in strict accordance with the rule. In particular, vessels must sometimes cross the line nominally dividing the line of navigation, either when turning round or when crossing the river to enter dock, or in other legitimate manœuvres. In such cases it may be a matter of considerable difficulty to decide upon the proper manner to manœuvre the vessel, and even more difficult to determine what a meeting steamship which is on her right side of the river should do. The recent case of the "*India v.* the *Hopper No. 5*," is an instance very much in point. The hopper, laden with dredgings, had been proceeding down the Tyne, bound to sea, when for some reason it was decided to turn back. She accordingly proceeded to turn round under a port helm, and in performing this manœuvre she came from the north side to the south side, her object then being to get back to the north side, which under the rule was the proper side for a vessel steaming up river. The *India*, a paddle tug, was steaming down river on her proper side, the south side, and somewhere ahead of the *India*, also steaming down to the southward of mid-channel, was another vessel, the *Mabel*. The course of events which resulted in a collision between the hopper and the *India* appears to have been as follows. The hopper, in turning round, having crossed over on to the south side, found herself under the necessity of passing the *Mabel* starboard side to starboard side. This she did safely, sounding a two-blast signal to show that she intended to pass her in this manner. Then came the difficulty with the *India*. The hopper and the tug were both on the south side, each on, but not much on, the starboard bow of the other, and not much over 100 yards off each other. The hopper endeavoured by porting to pass the tug port side to port side, and the tug, as soon as the hopper opened her red light on her starboard bow, stopped and reversed her engines, the hopper also apparently stopping or reversing, with the result that the vessels came together, the stem of the hopper striking the starboard bow of the tug. These seem to be the material facts as found. The question then was which vessel was in fault. The Court found both in fault, and it is instructive to see which of the manœuvres were considered right, and the reasons for holding both vessels to blame. The material regulation appears to be the rule requiring outward-going vessels to keep to the south side, and *vice versâ*; another to the effect that a vessel necessarily on the wrong side of the river is not to obstruct other vessels, and is to cross to the right side as soon as possible; another rule that a

vessel crossing or turning is not to cause obstruction; and a further rule (Article 23) which is in these words:—"When steam vessels proceeding in opposite directions are approaching each other they shall be kept on their proper sides, and, if necessary, speed shall be slackened, the vessel going against the tide in all cases giving way to the one going with the tide; and when steam vessels are approaching each other so as to involve risk of collision their helms shall be put to port, and, if necessary, their engines shall be stopped or reversed." The Court held, first, that the hopper was not in fault for getting on the south side, and that the regulation against obstruction does no more than emphasise the ordinary obligation to take all reasonable care not to hamper other vessels. This is quite in accord with previous decisions, especially the *Thetford* (6 Aspinall, 179). Next, the hopper was justified in passing the *Mabel* as she did. Then came the material point so far as the hopper was concerned. It was her duty to get to her own side of the river, but the Court pointed out that, as this meant crossing the river, she was bound to use every care in taking that manœuvre, and held that she did not do this, inasmuch as she tried to get across the bows of the *India* when there was not room for her to do so, while the safer course would have been to have kept on the south side and passed the *India* starboard to starboard before making the endeavour to cross the river. Upon the facts as found, the interpretation of the rules so far seems simple enough, and to amount to little more than that, certain duties being laid down, these must be carried out in a prudent manner. The duty of the *India* under Article 23 appears hardly as clear. With a vessel opening a red light on her starboard bow and too close to cross, Article 23 applied to her, and it had to be decided what the *India* was bound to do under the last paragraph of the article. The rule says port, and, if necessary, stop or reverse. She did not port and she did not stop and reverse. She might have ported and kept her speed, but the Court held that this would have been a dangerous manœuvre. There was another alternative manœuvre—stopping and porting—which would have been in accordance with the rule. The master of the *India*, however, justified his conduct in not adopting this course by pointing to the fact that there was another down-going steamer on his starboard quarter which had to be considered, and that he was put in a position of difficulty. The Court, however, held that stopping and porting was the manœuvre which ought to have been adopted, and that the hopper had a right to expect that the *India* would have ported, and therefore held the *India* also to blame.

It certainly seems a very strict interpretation of the port helm rule, and it is chiefly because of this that we have considered it necessary to draw attention to the decision.—*March* 24.

CARGO LOST.—MASTER'S DUTY.

SIR,—A steamer arrives with wood and grain cargo, and with part cargo wood on deck. Part of the deck cargo has been jettisoned or washed overboard during the voyage on account of bad weather. Is not the master bound, on arrival at port of discharge, and before commencing to discharge, to report such jettison to receivers of cargo, to enable said receivers to claim from their insurers for part of deck cargo so lost? Because, of course, after commencing the discharge, and especially after having discharged, all possibility of being able to claim as described ceases. In case of master not having so reported, before commencing discharge, is he responsible for such shortage jettisoned? Yours, &c.,

WOOD.

[Where there has been a material loss of cargo, we consider that the master ought to take the earliest opportunity of informing the receiver. The omission, however, to report the loss before commencing the discharge does not of itself render the master liable for the shortage; but it would probably make it more difficult for him, or rather the owners of the ship, to resist a claim for short delivery. It is incorrect to say that by reason of such omission all claim against the insurers ceases.]

CHARTER.—BREACH OF.

SIR,—On behalf of merchants, we chartered a vessel lying in a neighbouring port, then under repairs, to come here to load a cargo. We received a telegram from her owner, with whom we chartered her, to cancel the charter, as the mortgagee had seized the vessel. Has the merchant any claim on the vessel, or is his only claim on the owner who chartered her? Yours, &c.,

Jan. 18, 1899. L.

[The claim can be made against the owner by common law proceedings, but whether it can be made against the ship is a question of some difficulty. Apparently such an action can be brought in a County Court having Admiralty jurisdiction (see "The *Alina*," 5 Ex. Div., 227, and the series of cases in which that decision is explained, especially "The Queen *v.* Judge of City of London Court," 1892, 1 Q.B., 273, and "The *Zeta*," 1893, A.C., 468). It would, however, have to be considered whether it would be of any use bringing the action, as the charterer's claim would not, we should say, be allowed to prejudice the position of the mortgagee.]

CHARTER.—CONSULAR CHARGES.

SIR,—Would you kindly let us have your opinion on the point whether, in a case of a freight being fixed on a Government charter form, the consular fees are to be considered as forming part of the port charges, and as such to be for account of the charterers or the ship, nothing to that effect being stipulated in the charter?

Yours, &c.,

Antwerp, February 24, 1899. LECTOR.

[We must once again call attention to the impossibility of a satisfactory opinion being given as to the meaning of a charter-party or any part of it if a copy of the document is not sent. In the ordinary Government form charter-party many more charges are specified besides port charges, and under one or other head consular fees would come, in all probability payable by the charterers.]

CHARTER.—CONSULAR CHARGES.

SIR,—We are obliged for your answer given on the 3rd inst. respecting the consular fees, and in order to enable you to form a more exact idea about the point

in question we beg to send you herewith copy of the charter, advising you at the same time that we do not refer to such charges as might regard the mustering of the crew, &c., but to the official fee generally to be paid to consuls. Yours, &c.,
Antwerp, March 9, 1899. LECTOR.

[The charter which was described in our correspondent's former letter as a Government charter is certainly headed "G. F. Time Charter," and may have been based upon a Government form, but is peculiar in several respects. The material clause runs:—"The coal for the steam engines shall be supplied by and at the cost of the charterers, as also all port and dock charges, ballast, light dues, agencies, commissions, pilotages, and labourage. . . . The owners finding all ship's stores, paying wages . . . provisions, and insurance on ship, and necessary stores for the engine-room." Nothing is said as to "all other charges." It is a badly-drawn clause, and we can only say with some hesitation that we are inclined to think that under it the charterers would have to pay the consular fees.]

CHARTER.—HAVRE-HAMBURG.

SIR,—We should be much obliged if you will give us your opinion if Gluckstadt, on the River Elbe, is included in the continental range Havre-Hamburg.

Yours, &c.,
London, Sept. 7, 1899. SHIPBROKERS.

[As Hamburg, which is within the range, cannot be reached without passing Gluckstadt, it seems clear that that place is also within the range.]

CHARTER.—MERCHANT'S AUTHORITY.

SIR,—Your valued opinion on the following will much oblige:—A sailing vessel was chartered by brokers in London on merchant's account to load a cargo of nitrate from South America to U.K. or Continent, calling at a Channel port for orders. In due course the vessel arrived at Falmouth, and the captain was instructed by the sellers of the cargo in London to proceed to a port in the U.K. and discharge his cargo. On arrival at port of discharge the captain called on the merchant who was understood to be receiving the cargo, and was informed that bills of lading had not come forward; but in order to avoid delay he agreed to accept the usual banker's guarantee that bills of lading would be produced. Everything went well, and the bills of lading were produced, duly endorsed by the merchant at port of discharge. A day or so before the completion of the discharge the captain again called on the merchant and asked for his permission to dry dock his vessel with the undischarged part of the cargo on board, and this permission was granted, thereby saving the vessel from considerable delay had she missed her turn for the dry dock. After the vessel had been put into dry dock a representative of the sellers in London appeared on the scene and intimated to the captain that they would hold him responsible for demurrage and damages owing to his dry docking his vessel without their consent. The captain of course explained to him that he had the permission of the receiver to dry dock his vessel, and that this was quite sufficient for him. The sellers, however, still adhere to their position. We should be glad, therefore, to have your opinion as to whether the captain has in this matter to do with the seller in London or the receiver of the cargo at port of discharge, who presented the bills of lading to him. We may mention that there are no names mentioned in the charter except that of the merchant's broker in London, with whom the vessel was chartered.

Yours, &c.,
OWNERS.

[On the facts stated, we do not see that the sellers have any ground for claiming damages.]

CHARTER.—REPRESENTATIONS.

SIR,—Will you kindly give me your opinion on the following: I chartered a steamer on time, usual G.F. charter. Broker gave me her particulars as steaming 9/10 knots average when loaded. Charter says carries about 880 tons. In practice

I find she cannot average more than 9 knots loaded, and carries 310/315 tons outside Have I a case for damages against owners? Thanking you in advance, I am,

Yours, &c.,

Feb. 27, 1899. CHARTERER.

[In the circumstances it is doubtful if a jury would find that the representations were false. We hardly think they would.]

CHARTER.—UNAUTHORISED.

SIR,—A small vessel was engaged by me, as managing owner, to take a cargo, but having to wait 10 days at the loading port, an agent, having another cargo, induced the master to load it without my knowledge or consent, although the agent knew the vessel had come for another cargo. I never allow the master of the vessel to charter. It appears that the wharf or pier (a wooden one) belongs to the agent, for which he charged dues, water and plankage. The cargo loaded was put on board while the vessel was aground, and when the tide made the vessel was making so much water that the pump could not free her. She was in a foul berth without the master knowing it, and a very uneven bottom, which was afterwards discovered. The consequence was that the vessel was hung by the middle, and badly hogged. The topsides and deck were found to be badly strained, and caulking forced out. All this happened before I heard of it. I immediately ordered the cargo to be discharged, and carpenters put on to make her seaworthy. Damages are now claimed for re-drying the cargo and other expenses. 1. Had the master power to charter without my consent? 2. Can I claim for the damage to the vessel? 3. Am I liable for damage to cargo? 4. Can I claim demurrage, discharging to repair?

Yours, &c.,

A. KETCH.

[1. The master, as between himself and the owners of the vessel, had no right to charter her if this was contrary to his instructions. It does not, however, follow that the owners of the cargo were not entitled to consider it a good charter. In general a charter by the master would be considered a valid charter. 2. On the facts, as stated, the agent certainly appears liable for the damage to the vessel, and also for all damages the owners have to pay to the cargo owners. 3. Yes, if the charter was a good charter; but we do not think it would be if the agent was the agent of the cargo owners. 4. If the agent is liable for the damage he would be liable for the demurrage.]

CHARTER-PARTY.—NEGLECT TO LOAD.

SIR,—My vessel was fixed to load a cargo of coal, and had 15 colliery working days for loading, which days have expired, after which she has 10 days over and above the said lay days at 4*d.* per register ton per day, which 10 days will also probably expire without my ship getting any cargo. Kindly enlighten me as to how I have to act then to protect my owners' interests, and please say what I have to do when the latter-named 10 days have expired. Yours, &c.,

Oct. 21, 1899. NORWEGIAN SHIPMASTER.

[Presumably the master gave notice to charterers when the ship came on demurrage. If no cargo has been supplied when the demurrage days are over, the course to pursue would appear to be for the master to note a protest against the charterers for non-fulfilment of the charter-party, serve a notice on them that they would be held responsible for the damages caused by the breach of charter, and that the master would proceed to take the best freight offering to minimise the loss. It may be that the charterers are still prepared to supply cargo within a reasonable time and pay demurrage, in which case another less freight should not be hurriedly accepted. The master must act reasonably, and two points to be remembered are that he must not keep the ship idle on the mere chance of the charterer being able to send cargo, and he must not, hastily accepting a less freight, enhance the loss. In any case the master should obtain, if he can, the instructions of the owners of the ship.]

COLLISION.—CLOSE HAULED OR FREE.—NOT UNDER COMMAND.

SIR,—My ship the A was with the wind S.W. heading W.N.W., under two reefed mainsail, fore lower topsail and fore staysail, 8½ knots, and drifting three points on the course N.W. by N. About two points on the lee or starboard bow I saw a red sidelight about six cables' lengths off, and, according to "rules of the road," I let my ship fall off to N. by W., and steered that course, and believed all to be clear "Red to Red," but still I was run down by the B, which put her jibboom into my mizzen rigging on the port side.

The B was a big ship in ballast, heading S.E. on the starboard tack, but with the wind S.W. or right abeam, carrying storm mizzen, goosewinged main lower topsail and fore staysail. Why she had not any canvas on the foretop was perhaps because the fore lower topsail yard was lying on deck, having fallen down two days before the collision. She was drifting six points at 2 knots speed in an E.N.E. direction, with the helm hard down all the time—that is to say, not under command. According to my opinion, it must be the same whether a ship is not under command on account of *any accident* or by *free will*, because when I see a red sidelight two points on my lee or starboard bow, and fall off five points, I think I have done my duty. The A could have kept her course and crossed the B's course two cables' lengths to windward, or if the B had kept by the wind, six points from it as the general rule is at sea, give her four points drift or the course E.S.E., the A would then have passed her two cables' lengths to leeward.

I think you will see from this that it is a question of principle how a ship is handled, and especially in a place like the Channel. I would be thankful for your opinion in this case.

Yours, &c.,
MASTER.

[It is a complicated case, but our correspondent does not appear to have appreciated the initial difficulty. The A was a vessel on the port tack, but she was also close hauled, and it was not her duty to fall off for every red light on the starboard bow. The vessel showing the red light might be close hauled on the starboard tack, in which case it would be the duty of the A to keep out of the way. The vessel showing the red light might, however, be sailing free, and in that case the A ought to keep her course. The first point to be considered, therefore, is whether the B was sailing close hauled or not. As she had the wind abeam it is difficult to see how she can be considered to have been close hauled. On the assumption that she was sailing free, the A would have to justify her conduct in not keeping her course. It is like the "hard case" referred to in "Maraden on Collisions," edition 1897, page 451. At first, no doubt, it would not be possible to tell whether the red light was that of a vessel close hauled or free. In the House of Lords in 1887 a port-tack vessel in similar circumstances ported, and her owners were held not liable on the ground that it was proved the officer in charge could not ascertain that the other vessel was free. In that case, however, the officer had not acted at once, but had watched the light, and only ported when he found that it remained open. If this had been done in the present case it seems obvious that there would have been no collision, inasmuch as not only would the vessel showing the red light have got broader on the starboard bow of the A, but her red light would have changed to green, and the A would not have ported. It does not necessarily follow that this was negligence; the wrong action might possibly be excused, but in the circumstances as described we are inclined to think the A would be found in fault. The next question is whether the B is to blame. If she was "not under command" from an "accident," she ought to have carried the two red lights. The facts stated appear hardly sufficient to justify an expression of opinion on this point. We think, however, that either she was within the not-under-command rule (Article 4), or she was being unnecessarily navigated in a manner which was extremely likely to mislead other ships—that is, in a negligent manner. On the whole, it looks to us rather like a both-to-blame case.]

COLLISION.—DAMAGE AND DEMURRAGE.

SIR,—A vessel was getting under weigh when, in coming out from other ships, a shift of wind suddenly caused her to collide with a vessel, damage being done to her to the extent of six stanchions, 28 feet of mainrail, and a topgallantrail and little bulwark, but nothing else of value. I admit the damage, but think the owners of the other ship have made a big demand on me for repairing so little a job, say £24. 10*s*., with other expenses to follow. I offered to settle the matter for £25 to avoid further trouble, but that was not accepted. Can they claim for detention? If so, at what rate per day on gross or net tonnage; and what would be a fair time for so small a damage to be repaired?

Yours, &c.,
May 31, 1899. A SHIPMASTER.

[We cannot express any opinion as to the reasonableness of the amount claimed for repairs. As to the demurrage, damages for detention during the repairs are in general certainly payable. There is no fixed tonnage rate now recognised; the damage by delay has to be proved.]

COLLISION.—LIABILITY.

SIR,—My steamship was leaving harbour a few days ago, about 11 P.M. The night was pitch dark. There were several small yachts anchored in the bay, with no one aboard of them, and they were exhibiting no lights of any kind. I unfortunately collided with one of them and sank her; she was anchored right in the fairway, entering and leaving the harbour. Before leaving, I asked the harbour-master "if there were any boats in my way." He replied, "if there were, they were entirely at their own risk, as they had no lights up." The owners of my vessel have received a solicitor's letter from the owners of the yacht, asking for compensation. Are my owners in any way liable? If the yacht has injured steamer in any form, can we claim damages?

Yours, &c.,
Aug. 18. MASTER.

[The mere fact of the steamship sinking the yacht would not render the owners of the steamship liable, and the absence of a light on board the yacht is not of itself sufficient to bar the owners of the yacht from all remedy, or to render them wholly responsible. It is really a question of negligence or no negligence on one side and the other. If there was a good look-out being kept on board the steamer, and otherwise she was properly navigated, her owners would not be responsible, and if the yacht was anchored in the fairway, without a light, we should certainly say she would be liable.]

COLLISION.—LIABILITY OF OWNER OF TUG.

SIR,—One of my tugboats had in tow a barge in a floating harbour. While coming along there was a stoppage through a vessel swinging. The place being narrow, the barge struck a ketch which was moored, doing small damage to ketch, which the owner of the barge repaired to the satisfaction of the owner of the ketch; but he then sued the owners of the barge for loss of charter on freight while vessel was under repair. He lost his case, the judge telling him he had his vessel repaired and ought to be thankful, and that he might as well have sued the owner of tug. He is now taking action against me. There have been many collisions here in the river and harbour, but tugs have never been held responsible up to this. If you would kindly tell us, through your esteemed shipping news, if we are liable or not, we shall feel grateful to you, as it will clear up a lot that is uncertain now.

Yours, &c.,
THE OWNER.

[If there was any negligence on the part of the crew of the tug which contributed to the collision, the owner of the tug would be liable for the damage sustained by the owners of the ketch, up to the statutory limit of liability. Even if the collision was caused by the fault of those on the tow in wrongly directing the course of the tug, the tug owner might be held liable. If the collision was not caused or contributed to by any bad navigation of the tug, there would not seem to be any liability on the part of her owner.]

COLLISION.—MANSLAUGHTER.

SIR,—I shall be obliged for information through your valuable paper on the following questions:—(1) Are there many cases on record where a captain of a steamer which has been in collision, causing great loss of life, has been arrested immediately on landing and imprisoned for a long period without any decision of the courts having taken place? (2) Suppose a captain be found guilty of a mere error of judgment, causing a collision with loss of life, is generally imprisonment inflicted upon him as punishment for such error of judgment? (3) In the most fatal collisions on record, like the *Utopia*, *Elbe*, &c., have the respective captains been prosecuted for manslaughter?

Yours, &c.,
Ebury Street, July 18, 1899. OWNER.

[(1) In some, probably in most, civilised countries masters of vessels can be prosecuted for negligence causing loss of life, and arrest would probably precede sentence. (2) Mere error in judgment would not here be sufficient to justify conviction for manslaughter. (3) There have been prosecutions in much less serious cases than the *Utopia* and *Elbe*, but convictions in this country are rare.]

COMMISSION ON CHARTER.

SIR,—My vessel was chartered to load a cargo at 5 per cent. commission on the freight. After being loaded, and leaving the wharf, about half a mile distance down the creek the vessel became stranded on a bank and remained, strained badly, and damaged cargo, and had to discharge, no freight being recoverable. Can the broker claim commission?

Yours, &c.,
Sept. 2, 1899. A.M.

[If the commission was payable on "freight earned," or words to that effect, the commission would not be due (see "White *v.* Turnbull, Martin and Co.," Commercial Cases, Vol. III., pp. 18 and 183). It is quite possible, however, that on the true construction of the contract payment was to be on estimated freight, and was not dependent on its being earned. It all depends on the wording of the contract, and a copy of the charter-party ought to have been sent to us.]

COMPANY.—SINGLE SHIP.

SIR,—Will you oblige me with your opinion on the following points? 1. I am a shareholder in a single ship company, the managers of which are entitled, according to the articles of association, to charge a salary of £100 per annum and a commission on the net earnings of the ship. The ship on her first voyage makes a loss of £1,000, but on her next voyage leaves a profit of £1,500. Are the managers entitled to charge a commission upon £1,500 or upon £500—the amount actually available for dividend as the result of two voyages? 2. A ship company with a registered capital of, say, £12,000 in £100 shares: a shareholder to whom one £100 share was allotted fails to pay for same, and the share becomes forfeited to the company. Can the managers pay for this share out of earnings? If not, how are they to deal with the £100 unpaid? Thanking you in anticipation.

Yours, &c.,
April 26, 1899. ENQUIRER.

[1. As the commission is to be paid on the net earnings of the ship, it would appear to be payable upon the profits of each voyage. 2. This question seems to be put under a misapprehension. The company cannot buy its own shares, but they can dispose of them.]

COMPANY.—SINGLE SHIP.

SIR,—I thank you for your reply to my letter of the 26th ult., but as regards the second question I fear I did not make myself clear to you. The price of the share referred to was deducted from the ship's earnings, and in the accounts sent out the balance of profit was divided among the shareholders as 1/1190th share, instead of 1/1200th share, the capital of the company being £12,000, as before stated. Was not the company thus buying its own shares, which I understand (and you agreed) cannot be done legally?

Yours, &c.,
May 4, 1899. ENQUIRER.

[This does not appear to be a case of a company buying its own shares. The

share was forfeited to the company and remains to be disposed of by the company. The deduction from the earnings is on account presumably not of purchase of the share but of payment of a liability which has to be met in consequence of the default, and the transaction does not appear to be illegal.]

CONTRACT OF SALE.

SIR,—I should be very pleased to have your esteemed opinion upon the following point:—I offered to a buyer a steamer for sale, for the price of £10,500, to be paid cash after acceptance in dry dock. The buyer replied he accepted £10,000, payable 10 per cent. deposit on approval afloat, and balance 14 days after inspection and acceptance in dry dock. I wired him owner accepted £10,000, payable 10 per cent. deposit on approval of steamer afloat, but balance after inspection and definitive acceptance in dry dock, which the buyer confirmed. Now my buyer pretends that my telegram does not mean balance to be paid cash immediately after acceptance, but 14 days only after acceptance. Who is right, please? Yours, &c.,
January 22, 1899. BROKER.

[We hesitate to express an opinion, as the exact words of the various communications are apparently not given, and the whole question may turn on a word. On the case, however, as stated we are inclined to think the buyer's contention is right. The seller's first offer was for one cash payment. The buyer made a counter-offer of a smaller sum, a material alteration being the substitution of a 10 per cent. deposit and the balance 14 days after inspection, instead of the cash payment. The seller, in his reply, agreed to the smaller sum and the 10 per cent. deposit, and payment of the balance after inspection. This was either an acceptance of the buyer's counter-offer, or it was a different offer. It is not stated that the buyer accepted, but that he confirmed, which rather points to the seller's reply being an acceptance and not a new offer; in other words, an acceptance of the terms which included the 14 days' credit. Again, if the seller had meant to substitute "cash" for "14 days," it is difficult to see why he did not say so.]

CO-OWNERS' DISPUTE.

SIR,—1. What means has one who possesses 7-16ths share of a vessel to stop her from proceeding from port? 2. Where to apply for that means? 3. Does it mean much costs? Yours, &c.,
March 11, 1899. GROCER.

[The minority part-owner is not entitled to stop the vessel proceeding from port, ships being "built to plough the sea, and not to lie by the walls" (Abbot's "Law of Merchant Shipping," p. 84). He can, however, by bringing an action of restraint in the Admiralty Division, compel the other part-owners to give him security to the value of his shares, but in that case he would not be entitled to any of the profits of the voyage. The costs would depend upon the course of the proceedings. (See *Maritime Notes and Queries*, Vol. VII., p. 76.)]

CO-OWNERSHIP.

SIR,—I am a shareholder in (1) a steamer, shares divided into 64ths, not under Limited Liability Acts; (2) The ——— (s.), Limited, company limited by shares (£100 each). Both steamers are managed by the same individual. In respect of the first steamer there are no articles of association. Articles of association in the second state: "Table A in the schedule of the Companies Act, 1862, shall not apply. A. B. shall act as manager of the company, and as such manager shall receive 8 per cent. brokerage on the negotiation of charters for the use of the company's steamer. Said manager shall perform all the duties of the ship's husband and manager of the company, the whole of the company's affairs being left under his control." I am in treaty with shareholders in both steamers, on the completion of which I will own a majority of the shares in each steamer. Will this ownership of a majority of shares enable me to remove A. B. from the management of the said two steamers? If so,

will A. B. have any legal claim to the said 8 per cent. brokerage after another manager is appointed? Neither in the articles nor elsewhere is any provision or condition made respecting voting.

Yours, &c.,
April 8, 1899. LIGHTSEEKER.

[With regard to the first steamer, if "Lightseeker" holds a majority of the shares, he is in a position to appoint a new manager. With regard to the second steamer, the vessel is the property of the company; "Lightseeker" may possess the majority of shares in the company, but he is under a misapprehension in considering that he owns shares in the steamer. His holding of a majority of shares in the company does not give him power to remove the manager from his position with regard to this vessel.]

CO-OWNERSHIP.

SIR,—Can you kindly inform me, being managing owner of 32-64ths of a coasting schooner, which is working at a loss—the master owning the other 32-64ths—what steps I can take to lay her up? The master earns a living out of her, and enough to pay wages and provisions, which he disburses himself out of the freight. I have a good offer to buy her from a firm, but cannot sell because the master declines to part with his share. Can I in any way insist upon his selling or buying my share? I have written him that I decline to work on the present terms, paying him wages and 1*s.* 8*d.* each per day for provisions, and suggest allowing for these two-thirds of gross earnings, and one-third to be divided between the two owners. This he declines, and continues to run on the old lines. Can you advise me what to do—(1) to stop the vessel, or (2) to compel a sale, or (3) to alter the terms of working?

Yours, &c.,
May 5, 1899. SHIPOWNER.

[(2) "Shipowner," who we assume is managing owner and owner of 32-64ths, cannot, either as owner of a moiety of the vessel or as managing owner, compel his co-owner to buy or sell. In some circumstances the Court will order a sale of the vessel, but it is a power very seldom exercised. (1) and (3) As managing owner, however, "Shipowner" has authority to decide how the vessel shall be worked, although it may not be easy to enforce the right. Perhaps the best plan will be for "Shipowner" to formally put an end to the present working agreement, and if the co-owner will not sail the ship on the new offered terms, dismiss him from the command and appoint a new master. If there is any trouble in getting the present master out of the vessel a solicitor had better be employed. Once out, the present master will probably be willing to come to terms.

CO-OWNERSHIP.—CONVERSION INTO COMPANY.

SIR,—1. Where several steamers, hitherto managed under the 64th system, are formed into a limited company, and many of the 64th shareholders refuse to join the company, has it not been decided in Court that, unless the whole 64th shareholders join, the company is illegal? 2. Can the manager, without permission of the 64th shareholders, keep a large portion of the steamers' earnings in hand to form a reserve fund, no such fund having been formed previously? 3. Can the manager keep a portion of the dividend in hand from the shareholders who refuse to join the company, which he has already paid to the shareholders who have transferred their 64ths to the company—dividends earned previously to the company being formed?

Yours, &c.,
August 28, 1899. A 64TH SHAREHOLDER.

[1. The position was fully explained in *Maritime Notes and Queries*, Vol. X., p. 80, and Vol. XI., p. 78. The company is not illegal, but the 64th shareholders who refuse to join the company can insist on being bought out, or bring their actions in the Admiralty Division for a compulsory sale of the ships of which they own shares (see the *Hereward*, L.R., 1895, P.D. 284). 2 and 3. Each of these courses appears to be unjustifiable.]

CO-OWNERSHIP.—CONVERSION INTO COMPANY.

SIR,—We hold 64th shares in steamers, the terms of management being clearly stated on the prospectus sent out by the manager when built. Eight months back the company was changed to a limited company, but a large portion of the 64th shareholders refused to join. Since that time the managers have only paid out small portions of some of the steamers' earnings, keeping back the bulk, and issued no voyage statements. Your advice on the following would be of very great value:—1. Can we not demand the voyage statements as hitherto? 2. Are we right in supposing the terms of the management cannot be changed without our consent, and the manager is entitled to no other remuneration except that stated on his prospectus? 3. Are we not entitled to information respecting the employment of our ships and future prospects previous to the ships leaving the United Kingdom? 4. As there is a considerable sum of money now due to the 64th shareholders, could they not under the above circumstances demand an independent audit of the ships' books?

Yours, &c.,

October 30, 1899. SHAREHOLDER.

[The position of the new company is that of an owner of the 64th shares which have been assigned to it. If these are a majority of the shares, the company has control of the ship, and can do whatever the majority in interest could have done before. The rights of the 64th share owners who have refused to transfer their shares to the company should still be as before the formation of the company. Their rights, however, are in fact adversely affected by the change in character of the ownership, and the Court has the power, if application is made to it, to protect their interests. As to the particular questions, we are inclined to answer 1 and 3 in the affirmative, 2 and 4 in the negative; with the explanation, however, that while proper accounts and information ought to be supplied, the remedy seems to be an application to the Court, not directed to compel the company to furnish the accounts and information, but for a sale of the ship. This course was adopted in the case of the *Hereward*, when the Court ordered the sale on the ground that the majority of the owners had no right to change the character of the ownership, except with the consent of all persons concerned.]

CO-OWNERSHIP.—REPAIRS.

SIR,—I am the owner of 32-64ths in a small coasting vessel. My partner is managing owner, holding the other 32-64ths. He has incurred heavy expenses in repairs, &c., without any consent of mine, the ship having no funds, her working leaving no profits. What is my position?

Yours, &c.,

April 29, 1899. CARDIFF.

[In the case of the *Huntsman* (*Law Reports*, 1894, at p. 218) it was held that a managing owner has authority on behalf of all the owners to give orders for the necessary repairs to a vessel to enable her to be employed in her ordinary course of trade. For the expense of such repairs all the owners would be responsible.]

CO-OWNERSHIP.—TRANSFER OF SHARES TO FOREIGNERS.

SIR,—The owners of the majority of the 64th shares in an English steamer wish to sell her to foreigners. The minority object. Can the majority sell their shares, and by so doing in any way legally hand over the management to the foreigners who wish to purchase her?

Yours, &c.,

Feb. 1, 1899. JINGBURN.

[We do not see how it can be done. The foreign purchasers would be liable to forfeit their interest in the ship. (See Sections 28 and 71 of the Merchant Shipping Act, 1894.)]

CUSTOMARY TURN.

SIR,—I have chartered my ship to load a cargo of about 880 tons, the charter reading, "Customary turn as for sailers." Will you kindly let me know what will be a reasonable turn for loading my ship, and what the word "customary" means?

Yours, &c.,

SHIPMASTER.

[It is impossible for us to say what would be a "reasonable turn," and the question is immaterial, as this is not the term used in the charter. "Customary" means according to the usage of the port. What "customary turn" means depends on the usage of the port, if there is one, and in case of dispute the matter would have to be decided by a jury. We have continually warned owners and masters against the use of such indefinite phrases.]

DAMAGES.—COLLISION.—LOSS OF CHARTER.

The recent appeal from the Registrar to the Judge in the Admiralty Division in the case of the *Chrysolite* raised a question of some practical importance in collision claims, and one by no means free from difficulty. The plaintiffs' barque, the *Chrysolite*, was run down by the *Kate* and so extensively damaged that she was not worth repairing, and was treated as a total loss. At the time of the collision the *Chrysolite* was proceeding from London to Miramichi in ballast, for the purpose of loading a cargo of timber under a charter-party which had been entered into some time previously. The charter-party accordingly had to be abandoned, and the prospective profits, whatever they were, were lost. The owners of the *Kate* agreed to pay 90 per cent. of the damages sustained by the plaintiffs, subject to a reference to assess the loss. At the reference the claim was put in for the value of the vessel and her stores and incidental expenses, and there was a special claim for the loss of the charter referred to; the liability for this item, however, the defendants disputed. It was not denied that if the vessel had only been damaged such a claim for loss of a charter would have been good, and indeed there appears to be ample authority for holding it to be a claim valid against defendants admitting generally their liability. The defendants, however, relied upon certain decisions, and, it was alleged, the practice of the Registry founded thereon, under which a distinction is drawn between the case of a vessel being a total loss and a vessel being only damaged. The particular authority relied upon was the case of the *Columbus* (3 William Robinson's Reports, 158). There a smack was run down and lost, and a claim was made for profits which, it was alleged, the vessel would have made but for the loss. The claim was rejected by the Registrar and the decision was affirmed by the judge (Dr. Lushington). It will be observed that this was not a claim for loss of a charter, but for future profits, though the distinction may not be material, and the weight of the authority lay in the ground of the decision, which was to the effect that where there is a total loss and the full value of the ship is awarded, no further compensation is ever

given. Dr. Lushington said in his judgment that the usual principle of *restitutio in integrum*, the placing of the injured party in the same position as before the accident, did not apply, as otherwise the claim would have to be followed into endless ramifications —the profits of the voyage or even of a return voyage. In the Registrar's report, however, upon the *Chrysolite* case the claim for the Miramichi charter was allowed, reliance being placed on the House of Lords' decision in the case of the *Argentino* (L.R. 14 Appeal Cases, 519). That was not the case of a total but of a partial loss, but it was certainly there stated that the question was simply whether the damages were or were not too remote. If this is the only question to be considered, it may be conceded that the validity of the claim is unaffected by the fact of the loss of the ship being partial or total. The *Northumbria* decision of Sir Robert Phillimore's was also cited, in which it was laid down that if a vessel is sunk and her cargo is lost the freight on the cargo is recoverable. It is certainly not easy to see how this holding can be reconciled with the decision of Dr. Lushington. Neither is it clear on the reported cases how the *Northumbria* decision could be supported. There are, no doubt, plenty of cases in which prospective earnings, freight under charter, fishing profits, and so on, have been allowed, but all appear to have been cases of partial loss, with perhaps two possible exceptions; while, on the other hand, if the ground of the *Argentino* decision is really that the claim is to be allowed unless it is too remote, there is no reason for considering that these cases do not authorise such claims even in the case of the loss of the ship being total. The *Clarence* (3 W. Robinson, 283), the *Inflexible* (Swabey, 200), the *Black Prince* (Lushington, 568), the *Star of India* (1 P.D. 466), the *Gleaner* (38 *Law Journal*, N.S., 650), the *Risoluto* (8 P.D. 109)—the last two fishing cases—were all cases of partial loss. In the *City of Rome* —a decision of Sir James Hannen's which was reported only in the *Shipping Gazette*—prospective fishing profits were not allowed, the vessel having been totally lost. In the *Canada*, however (Lushington, 586), freight was allowed by the well-known Registrar, Mr. Rothery, even for a return voyage, though the ship was a total loss, and there was an old case of Lord Stowell's (the *Betsy Caines*, 2 Haggard's Reports, 28), in which prospective profits, in that case salvage earnings, were allowed, though the vessel appears to have been a total loss. It certainly seemed extremely difficult to see whether the decision in the case of the *Chrysolite* was right or not. The Court has, however, decided that it is. The ground of the decisions, it is explained, is that

claims are to be allowed unless too remote, and cases are cited in the judgment, not reported but referred to in Pritchard's Digest, in which freight which would probably have been earned has been allowed, even where the vessel was a total loss. Whether this is a wholly satisfactory decision may be questioned, but probably no decision would be that. The Court seems to have considered the *Columbus* and the *City of Rome* decisions to be simply cases in which the damages were held to be too remote and speculative. The difficulty seems still to exist; why, if this is the real principle, were the damages not considered too remote in such cases as the *Risoluto*? It would have been perhaps easier to understand a decision to the effect that the *Columbus* and *City of Rome* judgments were over-ruled. Be that as it may, however, we have now a decision under which, in future, claims of this more or less speculative nature will probably be allowed, and on the whole possibly substantial justice will be more freely done than if the decision had been the other way. Payment of the actual value alone of a ship under charter, or fishing, even with interest, certainly does not place the owners in the position they would be but for the loss of their vessel, and, on the whole, *restitutio in integrum* is the best principle upon which to act, with as few refinements and exceptions as possible.—*April* 21.

DAMAGES.—COLLISION.—VALUE TO OWNER.

In collision actions the principle upon which the damages are assessed is generally described as *restitutio in integrum*—that is to say, the party in fault has to pay to the injured party such a sum as will, it is estimated, place him in the same position as he was before his property was damaged or destroyed. This, no doubt, is more theoretical than actual. The price of a vessel or the cost of repairing her, and interest on the money until paid, seldom really represents the whole loss, but it is intended to be a compensation in full. Occasionally, however, the principle cannot in fairness be carried out even to this extent, and the recent case of the *Leonis* affords a notable instance. It is a clear example of the difficulty of working out equitably in practice a principle which appears to be fair and simple. About a year ago the defendants' steamship *Leonis* ran into and sank a wooden floating dock belonging to the plaintiff, which lay in the Tyne off South Shields. Some temporary repairs were subsequently done to the dock and she was refloated, but she was, however, still in a seriously damaged condition. The damages, whatever they were, had to be

paid by the owners of the *Leonis*, and the amount had to be assessed by the Registrar and merchants in the Admiralty Registry. The expenses of the temporary repairs, raising and docking, and so on, appear not to have presented much difficulty, but the other main head of damages—the allowance to be made to recompense the plaintiff for his loss in being left with a damaged and, as such, useless dock in place of a dock in working order—had to be determined. Also it had to be decided whether the plaintiff was entitled to any sum for the loss of business consequent upon his being deprived of the use of the craft. The dock was an old one; in fact, it had been constructed so long ago as the year 1856 or thereabouts. No such dock could now be purchased in the market, but the dock could, of course, be repaired, or a new dock could be made either like the old one, of wood, or in the more modern style, of steel. As the tenders showed, the repairs would have cost £3,650, a new wooden dock would have cost £7,950, and a new steel dock £5,500. In no other way than by so repairing or by replacing the dock would the plaintiff be replaced in his original position. The plaintiff claimed for the full cost of building a new wooden dock, and also for damages for loss of business. The Registrar, however, awarded only about £2,000, and the plaintiff thereupon appealed to the Judge. In the end the Judge, although he increased the award by £600, agreed with the Registrar in principle. It is of some interest to see upon what ground the Court proceeded. The radical principle upon which the decision rests appears to be that a plaintiff has no absolute right to be reinstated in his original position. In such a case as this, if the value of the dock to the plaintiff was more than the cost of the repairs, the plaintiff would indeed have the right to such compensation. If, however, the cost of repairs was so large that no reasonable man would spend that money in repairing, then the plaintiff's right to compensation would have to be estimated on some other basis. In this case it was considered, as might be expected, that the cost of repairs would exceed the value of the dock. The alternative basis of compensation therefore had to be adopted and acted upon. It is not difficult to see what this must be. The plaintiff was entitled to receive the value to him of the dock—the fair value, having regard to the way the dock was being employed. To arrive at that value in the particular case, as it would be in any similar one, was not easy. An examination was made into the business done, the number of vessels repaired in the dock, and the amount of the bills, and the estimate was based upon a calcu-

lation of the fair proportion of profit which ought to be received out of such business. The only difference between the Registrar and the Judge was as to this estimate, the latter considering that the Registrar had arrived at too low a figure, having regard to the business. Both acted upon the same principle, which seems just and fair to both parties. It really is in accordance with the generally accepted rule of restitution as it should be understood. Put shortly, a plaintiff is not entitled to be put in the same—if we may use the word—physical position in which he was at first, but the measure of recompense is the loss he has sustained. It may well be that the sum estimated as representing this loss will not place the claimant in the same position from the pecuniary point of view as he was, but this is the object aimed at.—*June* 21.

DECK CARGO.—BOARD OF TRADE INSTRUCTIONS.

The Board of Trade have recently issued Instructions to Surveyors, and a corresponding Notice to Owners and Masters of British and Foreign Ships, with regard to the interpretation which is to be put upon the deck cargo provisions of the Merchant Shipping Act. Whether the interpretation is strictly correct or not may be open to some question. It is obvious, however, that the statute is not clear, and that the material point to be considered is not so much what the Legislature intended as how the Board of Trade intend to construe the statute, for upon this depends the manner in which the statute will be put in force. The Act prohibits, under a penalty, vessels which arrive in United Kingdom ports between Oct. 1 and April 16 from carrying as deck cargo any heavy wood goods, and also any light wood goods, to a height exceeding three feet above the deck. The difficulty has been to know what was meant by the terms "heavy wood goods" and "light wood goods." The ambiguity of the expressions was obvious. The distinction intended might be between goods of heavy wood and goods of light wood, or it might be between wood goods of a class which might be considered heavy, and wood goods of a class which might be considered light; in the first case a distinction of material, in the second of size or cubic capacity. In specifying heavy wood goods reference was made in the statute to pitch pine, mahogany, oak and teak, which looked as if the criterion was the material; the description, however, of light wood goods specified deals and battens, which rather points to size, while both are referred to under the expression "wood goods," which certainly suggests that wood is the adjective qualifying "goods," and not the substantive qualified by the adjectives heavy

and light. There has been, of course, some litigation consequent upon the uncertainty of the phraseology, and this, probably, has been considered by the Board of Trade in coming to the conclusions now published. The interpretation adopted seems rather mixed, inasmuch as while goods of "light wood" and goods of "heavy wood" are specified, capacity is also treated as a material criterion. Shipmasters, however, had better not trouble themselves to consider whether the Board of Trade have arrived at the exact meaning of the statute; they may very well leave this point to be decided if and when the question arises. It will be sufficient for them to avoid as far as possible affording the opportunity for raising the question by acting in accordance with the rules laid down by the executive authority. To assist them in keeping clear of the difficulty it may be well to point out what the Board of Trade consider permissible and what prohibited. "Goods of 'light wood,' such as pitprops, sleepers or sleeper blocks, battens, boards, deal ends, lathwood, Norway spars and fire wood," are to be regarded as light wood goods, of which the three-foot high deckload may be carried, but with the limitation that the units are to be of "no greater cubic capacity than 15 cubic feet." On the other hand, all goods of heavy wood, "be the pieces ever so small," are to be absolutely prohibited. With regard to light wood there is one other limitation. Logs and spars, "other than those named above"—that is, pitprops, &c.—are prohibited as coming under the separate statutory description "timber" if they are of the dimensions of 8 inches square and over, or 24 inches and upwards in girth, although of no greater cubic capacity than 15 cubic feet. Probably these instructions fairly carry into effect the intention of the Legislature, but the new limitation of light wood goods to pieces under 15 feet cubic capacity is certainly not to be found in the Act.—*September* 14.

DELIVERY OF TIMBER CARGO.—THAMES.

In recent years there has been a good deal of dispute between shipowners and receivers with regard to their respective duties in and about the delivery of timber cargoes in the Thames under charter-parties providing that the timber shall be taken from alongside at merchants' risk and expense. The custom has been set up that if it is to be taken away in barges the shipowner must not merely put out the cargo, but must load it into the barges—an operation that requires men to be there to receive and to some extent arrange the timber. It has been argued on behalf of the shipowners that there can be no such obligation on the part of the ship to do work

in the barges; that the duty of the master is to discharge his ship and not to load another craft; that there is no custom as alleged, and that even if the custom was proved to exist it could not have any effect in the circumstances, being inconsistent with the provisions of the charter-party. In the case, however, of the *Helios*—"Actieselkab Helios *v.* Eckman and Co."—reported in 2 Commercial Cases, 163, the custom was proved in the Commercial Court to the satisfaction of the judge, and effect was given to it in favour of the merchant in that Court, and on appeal the Court of Appeal both approved the finding of fact and the holding in law, and confirmed the decision. The judgment was at least instructive as showing that duties, obviously beyond the ordinary work of the ship, will accumulate upon the shipowner's shoulders if alleged customs are submitted to instead of being resisted when the attempt is first made to set them up. In the recent case of the *Brenda*—"Brenda Steamship Company *v.* Green"—the custom was admitted, but it was alleged on the part of the shipowners that it was excluded from operation by the special clause in the particular charter-party by the additional words, "any custom of the port notwithstanding." The clause in full was: "The cargo to be brought to and taken from alongside the steamer at charterer's risk and expense, any custom of the port notwithstanding." The Court has held that in framing this clause it was intended to get rid of the effect of the custom, and, the phraseology not admitting of a shadow of a doubt, the custom was by this clause clearly excluded. In the judgment, moreover, the hope was expressed that this would be the last litigation which would arise on the subject. It may be doubted whether the hope, if it is an anticipation, is not somewhat over-sanguine, but the decision seems nevertheless sound. In the *Helios* case it was held that the custom was not inconsistent with the charter-party—it simply explained the meaning of the term "alongside"—and if that is so it may be difficult to see that the words "any custom of the port notwithstanding" have any effect in eliminating this particular custom. Without this limitation, delivery "alongside" according to that judgment means that the cargo is to be placed in the barge by the ship. With the limitation the contract would seem to be that the cargo is to be placed in the barge by the ship, notwithstanding any custom to the contrary. The particular custom is not to the contrary, and therefore at first sight the limitation appears to have no effect. This, however, is, fortunately for shipowners, not the way in which the Court has construed the new clause. Without the custom the

delivery alongside would be, so far as the ship is concerned, completed on the timber being passed out of the ship, placing it in the barges being the work of the merchants. The custom, without being inconsistent with the contract, added a term to it by assigning an additional duty to the shipowner. The *Brenda* judgment is to the effect that the words "any custom to the contrary notwithstanding" leave the contract without this additional term. The custom is got rid of, and the old construction of the charter-party is restored.—*May* 1.

DAMAGE IN DOCK.

SIR,—A steamer arrived in dock with cargo on board. She was ordered by the dockmaster to proceed to another dock to take her berth for discharging. This she did under the order of a duly licensed pilot and attended by boatman. Before getting to her destination, and when still in the first dock, the propeller struck something hard, and shortly after striking a baulk of square timber shot up from under the steamer's bottom, bearing fresh marks of having been struck by the propeller. Upon examination of the propeller it was found to be seriously damaged. Would dock company be responsible for this damage? The dockmaster stated that at the time the steamer passed there was ample water for her. Yours, &c.,

March 29, 1899. AGENT.

[The dock company would not necessarily, but they might, be liable. A dock company has no absolute duty to keep the dock free from obstruction, but is bound to take reasonable care that it can be used with safety. If a dock company by its servants is aware of an obstruction, or might, except for negligence, have discovered and removed it, the company would be liable for damage caused by it.]

DAMAGE TO SHIP.

SIR,—As my steamer lay alongside quay wall outside of dock gates waiting to enter lock, properly moored, and all hands at their posts, with pilot on bridge, another steamer, in passing out of dock gates with too much speed, hauled my steamer from the quay wall, doing damage to her rail aft, bits, and ropes. Is that steamer responsible for the damage to my vessel? Yours, &c.,

May 20, 1899. MASTER.

[If the damage was caused by the outgoing vessel proceeding at too great a speed, her owners would certainly be liable as far as we can see, unless the vessel was in charge of a compulsory pilot. It is, however, quite possible that our correspondent's vessel was in fault for mooring too near the dock gates.]

DEMURRAGE.

SIR,—A vessel is chartered to proceed to St. Petersburg to load a cargo of oil-cake bound Copenhagen "for orders." On arrival at Copenhagen Roads the ship was ordered to an English east coast port. The charter was one of the usual St. Petersburg charters, and there was stipulated six days, weather permitting, for loading, and seven like days for discharging, besides "that the vessel could only be sent to a good and safe port on the east coast of England or Scotland, or so near thereunto as she may safely get, and there deliver, &c." The vessel arrived in due course in the river of the port (there are also docks), but got orders to discharge at the quayside in the harbour, and moored at the nearest buoys. On account of "neap tide" the vessel had to wait six days at the buoys before she could float alongside to the quay berth specially ordered by the receiver. The stipulated days for discharging were used independently; consequently the six days the ship was waiting for sufficient water to float in was lost. Under the circumstances, can the ship claim

demurrage for this delay, no fault of the vessel? Generally the day following clearance is reckoned as the first counting discharging day. Yours, &c.,
February 4, 1899. H.

[The ship appears to have been chartered to the port, and not a quay or wharf, and if the buoys where the vessel had to lay were in that part of the port where such cargoes are discharged, the time lost at the buoys would count against the merchant as lay-days. (See *Maritime Notes and Queries*, Vol. IX., p. 57.)]

DEPOSITION.

SIR,—A steamer falls in with another, which, owing to a breakdown of her machinery, is helpless, and tows her to the nearest port, and thereafter proceeds on her voyage. Is it necessary for salving steamer to make a deposition with the receiver of works? Secondly, if so, is the fee payable by owners of salved steamer?
Yours, &c.,
Glasgow, March 27, 1899. SAILS.

[There seems to be no necessity in the circumstances for the salvors to make any deposition.]

DUNNAGE.

SIR,—1. Is it obligatory for a vessel carrying oilcakes to this port from the Baltic to have her sides dunnaged right up to the deck? 2. If so, are mats sufficient for this purpose, or must the dunnage consist of wood? 3. If so, what thickness must this wood dunnage be? We enclose charter and bill of lading, which kindly return. Yours, &c.,
King's Lynn, July 31, 1899. SUBSCRIBERS.

[We do not think any of the questions can be positively answered. It is the duty of the owner of the ship, apart from special contract to the contrary, to provide sufficient dunnage, and if the cargo is damaged through the dunnage being insufficient he is liable. It must be a question of fact in each case. In the charter sent there is the special clause, "Merchants finding mats and ship wood for dunnage." It is not easy to see to what extent this would lighten the shipowner's responsibility, but it would not exempt him from providing sufficient wood dunnage, and it would still be a question of fact in the particular case.]

FREIGHT.

SIR,—Can you, through your columns, advise us on the following point?—A ship has to be paid her freight at port of discharge according to annexed clause in charter-party; the master on signing bills of lading at port of loading inserts the following clause in bill of lading: "Freight to be paid in London as per charter-party at the rate of——net cash." This, you will notice, is contradictory to the enclosed clause in charter, wherein it states that freight has to be paid "all in cash less discount on half at 5 per cent. per annum." The point is, is the merchant bound to pay all in cash without this deduction, or, in other words, can the bill of lading overrule the wording of the charter-party? Yours, &c.,
London, April 12, 1899. DUBIOUS.

[The merchant who is claiming delivery under a bill must pay the freight in accordance with the bill of lading. He has no right to rely upon the charter unless he is also charterer, or the charter is referred to in the bill of lading.]

FREIGHT.—ADVANCED AND DISTANCE.

SIR,—1. A captain had received an advance on freight as per charter-party, for which he paid premium of insurance and commission. The vessel stranded at a Continental port and was condemned. Has the captain the right to claim, according to the laws of his own country and that where the ship stranded, distance freight, in spite of the advance on freight which he covered by paying premium of insurance and commission? 2. The ship being condemned, has the captain the right to

require the accomplishment of bills of lading, or must he deliver the cargo against consignee's receipt only? Yours, &c.,

Dunkirk, March 4, 1899. OUTSIDER.

[1. Whether the distance freight can be claimed in the circumstances depends on the law of the country; and the English law is on the subject so radically different to Continental law that it can afford no guide in the case. By English law distance or *pro ratâ* freight would not be due except under a new agreement, express or implied. 2. Under English law the master is entitled to tranship and send on the cargo to earn the freight.]

FREIGHT.—CASH EQUAL TO BILL.

SIR,—The receivers of a cargo of coals under a Chamber of Shipping Welsh Coal Charter, 1896–97, claim that the cash equal to the good and approved bill on London at three months' date is the average rate of exchange in Austrian currency of a London cheque, less the local discount of 4½ per cent. per annum. We argue that the London banking discount, which is now officially quoted at 3 per cent. per annum, must be deducted, and not 4½ per cent., which is the present local discount.

Trieste, March 11, 1899. STEAMSHIP AGENTS.

[We think the proper deduction is the London bank discount, and not the local discount. Under the charter the balance of freight is to be paid "by a good and approved bill on London at three months' date, or in cash equal thereto, at captain's option." The option is therefore not with the receiver, and the master can insist upon having the bill unless he is satisfied with the cash equivalent offered.]

FREIGHT.—DEADWEIGHT CAPACITY.

SIR,—We beg to hand you charter-party, and would deem it a favour if you will kindly let us have your opinion as to how the freight is payable. Before loading commenced we declared the boat on winter freeboard as 1,920 deadweight cargo. The day after her sailing, charterers send in a letter stating that the boat has loaded only 1,718 tons (about), with which quantity she was full, and on account of the rate of freight being payable "per ton of 20 cwt. taken on board," charterers now contend that they have only to pay on the quantity taken on board. We are of opinion that:—

(1) Taken on board, being the contrary to "tons delivered," simply means that the cargo has not to be weighed, and has nothing whatever to do with the regulation of the freight.

(2) We have hired the boat for 1,920 tons and not an arbitrary quantity, at charterers' option, depending solely upon the nature of the cargo shipped. Charterers might as well have loaded grass or hollow-ware, and elected to pay us on, say, 1,000 tons. If this was admitted, the bargain would leave the sellers—us—entirely in the dark as to the amount earned under the charter.

(3) The stevedoring was made by charterers' man, and the supervision of master only applies to the seaworthiness of the boat—not as to the proper way of utilising the ship's cubical capacity. Charterers had the option to use the deck, but did not do so.

(4) In case of non-execution of the charter, the affreighters might have been condemned to pay damages not exceeding amount of freight, and the latter would surely have been calculated on 1,920 tons at 8*s.* 9*d.* The execution of the charter cannot be worth less than the non-execution.

The vessel is a bad measurement carrier, but at the time of fixing we handed the plan with indication of cubical space to charterers, and besides, the charter itself describes the boat as 828 tons net, which is sufficient guide to enable charterers to compose the cargo so as to utilise the deadweight placed at their disposal. They say we should have stopped such cargo as appeared too bulky, but we had no right to prevent the loading of "general merchandise." We maintain that the risk of bringing a boat on her deadweight under a similar charter is charterers', not owners', and that it is only in lump-sum charters or charters where bulky cargo (as coke) is foreseen that it is customary to insert a clause stipulating that the cargo is to be of such nature as to enable the boat to load her deadweight.

Yours, &c.,

SHIPOWNERS.

[The vessel was described in the charter-party as of 823 tons net register, and loading 1,975 tons of 20 cwt. (the declaration was subsequently made that on winter freeboard she would carry 1,920 tons deadweight); the vessel was to be loaded with a full and complete cargo of general merchandise, and freight was to be paid 8*s.* 9*d.* per ton of 20 cwt. taken on board. First, this is not a lump-sum charter, and freight is not to be paid on 8*s.* 9*d.* per ton of the deadweight capacity. (Cf. "Steamship Rotherfield Company *v.* Tweedie, Reed and Company," *Times Law Reports*, Vol. XIII., p. 183; and "Steamship Heathfield Company *v.* Rodenacker and others," *Times Law Reports*, Vol. XII., p. 540; on Appeal, *Shipping Gazette*, December 19, 1896.) The stipulation as to deadweight capacity is a guarantee by the shipowners, and in no way binds the charterers. The charterers undertake two things—first, to load a full and complete cargo of general merchandise, and secondly, to pay 8*s.* 9*d.* per each ton of 20 cwt. of the cargo. The whole question, therefore, seems to be whether the charterers did load such cargo or not. If they did, their liability is simply to pay 8*s.* 9*d.* per ton on that cargo; if they did not, they must pay, besides freight on the cargo shipped, dead freight representing freight on the additional cargo which they ought to have shipped. In other words, the deadweight stipulation cannot be relied upon by the shipowners. They can only recover beyond freight on the quantity carried if it be shown either that a full cargo was not put on board, or that it did not consist of general merchandise. We can see no other interpretation of the contract.]

FREIGHT.—INTAKE WEIGHT.

SIR,—A steamer discharged in Bordeaux a cargo of oak staves. During her voyage, Fiume to Bordeaux, part of deckload had been washed overboard, and receivers of cargo refused to pay freight on cargo lost. The case has been duly tried in Bordeaux, and in consideration of the clause inserted into charter-party, "The freight to be paid on right and true delivery of the cargo," &c., decision was given against the captain. 1. Are receivers of cargo entitled to deduction of freight on cargo lost, as the charter-party also stipulates that "A deckload at shippers' risk to be shipped if required by captain at full freight, in such quantity as the steamer can safely load. On being paid freight at and after the rate of —— in full per 1,000 kilos intaken weight of real wood as customary in Trieste and Fiume. The act of God, perils of the sea, &c." Besides, cargo has not been weighed in Bordeaux, but in Fiume, and it is very doubtful if returns given by receivers of cargo are correct. Is there any course left to the captain to pursue in order to reverse the said decision of the Tribunal of Bordeaux?

Yours, &c.,
June 16, 1899. SHIPOWNER.

[It is a question which is fully discussed in "Freight on Intake," *Maritime Notes and Queries*, Vol. X., p. 46. There is no clear and direct authority on the point, but in our opinion the receivers of cargo are not bound to pay freight on the part of the cargo which was lost. It is a general principle that unless otherwise agreed freight is only payable on cargo shipped, carried and delivered, and we cannot see that any of the stipulations cited are equivalent to an agreement to pay freight on more cargo than was delivered. The reference to the intaken weight appears to mean no more than that the full cargo is to be taken as measured at the port of loading, and the freight on the full cargo, if delivered, is to be payable on that amount, leaving a proportion only payable where part of the cargo has not been delivered. We presume there is an appeal to the Bordeaux Appeal Court.]

HOMICIDE.—THE "LANARKSHIRE" CASE.

It is not, perhaps, for us to express any opinion upon the case of the unfortunate chief mate of the *Lanarkshire*, convicted a few days ago in the Scotch High Court of Justiciary. In material

details the evidence appears to have been conflicting, and which statements were accepted by the majority of the jury can only be surmised from their verdict, which was, by a majority of eleven to four, one of culpable homicide, with a recommendation to mercy, the minority being in favour of an acquittal. Possibly they believed in the main the story voluntarily told by the mate on his own behalf, and were yet justified in bringing in this verdict. The judge certainly seems to have accepted as true perhaps the most material statement made by the mate in excuse for his action, and yet felt bound to deliver a sentence of eighteen months' imprisonment. Some facts were, at all events, only too clear. On the night of August 24, the vessel being on the high seas, when the mate was the superior officer on the deck, and one of the crew, a coloured sailor named Trott, had just been relieved from the wheel, there was an encounter between the two men, during which the mate was stabbed three times by Trott, and Trott was shot three times by the mate, falling dead at the last shot. There seems to have been difficulty the day before, Trott being accused of refusing to do his duty, and the mate appearing to have produced a revolver, but, except that Trott was logged, nothing serious took place until the night of the 24th. The mate's story of the incidents of the fray which terminated so disastrously was that he ordered Trott to stop talking loudly on deck about him. Trott, when relieved at the wheel, asked him, "What will you do?" He answered, "I'll make you stop it." Whereupon Trott advanced on him, drawing his knife. The mate went below and got his revolver, came on deck, and asked Trott to apologise. Trott edged towards him and was warned and ordered to stand off. Trott then struck with his knife at the mate, who thereupon fired to frighten Trott. Trott again struck at the mate, who then fired to disable him; the mate retreated, was stabbed, fired again, and eventually, when Trott with his knife was standing over him, fired the fatal shot. It is not our intention to consider whether the verdict and sentence were justified on the evidence, which, of course, was not confined to the statement of the prisoner, but rather to consider whether the conduct of the mate, as described by himself, was justified. Placed in anything like similar circumstances, ought an officer to act in a similar way? It is a grave and difficult question. Homicide may be the greatest offence in the criminal code, or it may be no offence at all. The distinction between homicide which is culpable, and excusable homicide committed in self-defence, is not always clear, but the criterion seems to be that homicide is only excusable in self-defence where the "slayer" has endeavoured

to avoid the struggle, and has retreated as far as he safely could to avoid the violence of the assault before giving the mortal blow. In the particular case it must be assumed that there was nothing in the shape of malice or previous intention to use any lethal weapon on the part of the officer, for that would amount to murder, and not merely criminal homicide. In what way, then, did the mate of the *Lanarkshire* act so that the final result of the struggle was classed as a culpable homicide? The jury may possibly have thought that after he obtained his revolver he used it before or more readily than he was absolutely compelled. It is more probable that what weighed with them, as it certainly did with the judge, was the action of the mate in going to fetch the weapon, after he had reason to believe that the seaman was prepared to attack him. The returning with the revolver seems certainly to have been the act which the judge considered warranted the sentence. In the case of an ordinary man with no special duty to perform, or reason for returning, that action would clearly be inexcusable. Where, however, an unarmed officer—the chief officer on deck—is menaced by a seaman with a knife, it is very hard to agree that he is seriously to blame for arming himself and returning to the place where it was his duty to be. The judge, however, said that the proper course to pursue was to have consulted his brother officer (presumably the second mate, who was also on deck, but possibly the master, who was below), got one or two men to disarm the seaman, "or at all events taken care not to go into his presence until the knife had been taken away." It may well be that the neglect to adopt such a decidedly prudent course took the homicide out of the excusable class, but we cannot think that it justified such a serious sentence. Surely a chief officer in charge, seriously threatened by a seaman with a knife, has some duty further than to retreat to and stay in his cabin until he has sent instructions, say, by the steward that somebody else is to take the man's knife away! To keep out of the way until all danger is over would simply be to neglect the first paramount duty of the officer, which is to keep charge of his ship. On the other hand, the warning that another officer should have been consulted—if this means that the master should have been sent for without any delay—is quite sound. If the judge meant that nothing should be done except speak to another officer and then keep in the background until somebody else had disarmed the mutinous seaman, we must protest against this view of an officer's duty. The superior officer on the deck of a ship at sea is the representative of authority, and is bound to do everything he can to maintain order and discipline:

the more serious the emergency, the more instant his duty. If there is a higher officer on board he should no doubt endeavour to get him to take over the responsibility, but till then the responsibility is his, and it is his duty to face the danger, whatever it is. That, at all events, is our view, and we think it accords with the practice of the body of officers in our mercantile marine.—*November* 14.

INCOME-TAX.—LIABILITY OF MASTERS.

SIR,—1. Am I liable to pay income-tax as a British shipmaster? I have no domicile in the United Kingdom. My wife has a property and house of her own, and manages the business herself. I have been absent 17 months, and may be as long next voyage. 2. Is my wife bound to make a return of my earnings when I am abroad?

Yours, &c.,
Dec. 30, 1898. J. M.

[1. Our correspondent is liable to pay income-tax if he resides in Great Britain, and he will be considered to reside here if he has not a permanent residence in some other country. If he lives with his wife when not at sea, and his wife's house is in this country, that will certainly be considered to be his residence. (See *Maritime Notes and Queries*, Vol. VII., p. 135.) 2. We do not think that the wife is in any way bound to make a return of her husband's earnings.]

INJURED SEAMAN.

SIR,—I shipped on a vessel in England, and shortly after leaving found that the sails were in bad condition. When rounding the "Horn," wind blowing fresh, the sails began carrying away, and while I was assisting in taking them in I got hurt badly. I had to leave the ship abroad, but have since returned, unable to work from the injury I sustained. Can I recover damages from the owners?

Yours, &c.,
Oct. 20, 1899. A. R.

[If "A. R." can prove that the sails were, to the knowledge of the owners, in bad condition, and that he was injured in consequence of their bad condition, he would appear to have a right to damages against the owners, but not otherwise.]

JETTISON OF DECK CARGO.—INCIDENCE OF LOSS.

The carriage of part cargo on deck is in many trades an ordinary practice, and loss of the same or part of it by voluntary jettison can hardly be considered an abnormal occurrence. It might, therefore, be thought that it would be well enough known how the loss in such circumstances has to be borne, upon whom it falls—the owners of the particular goods, the owners of the ship, the underwriters, or by contribution. A correspondent has, however, put the question, and as in answering his letter a good deal of ground will have to be travelled over, it is more convenient to deal with the question in this column than in an ordinary foot-note. The assumed facts are that the deck cargo of a chartered vessel is thrown overboard to save ship and cargo from sea peril; ship, deck and under-deck cargo and freight are

all insured, and in the charter-party there is no special general average clause. The question put is whether ship or insurance bears the loss? We propose to open up the question in two ways, by considering the case of a general ship as well as a ship under charter, and also by considering not which of two interests bears the loss, but how the loss will, in different circumstances, have to be borne. The second alteration of the question is necessary, because there are obviously several interests concerned—ship and freight, under-deck cargo, and deck cargo, and their respective insurers, and it must also be remembered that the freedom from liability of one party does not necessarily entail the liability of another, and *vice versâ*. The contracts of carriage and the contracts of insurance are distinct, and it does not necessarily follow that loss on an insured cargo must be borne either by the shipowner or by the underwriter. Both or neither may be liable, or there may be contribution, which again may be covered by insurance. It will be easiest to consider the respective liabilities, and to consider them first apart from insurance. The loss has fallen on the owners of the deck cargo. Does it lie there? The shipowners may be liable for the whole loss, but this depends upon the contract. The ordinary contract is to carry under deck and not on deck, and unless the agreement permits the carrying of the goods on deck there is a breach of the contract. The exceptions in the charter-party or bills of lading cannot be relied on to excuse the non-delivery, and the shipowner is liable for the value of the cargo not delivered ("Royal Exchange Shipping Company *v.* Dixon," 12 Appeal Cases, 11). Assume, however, that the cargo has been properly carried on deck in accordance with the contract between shipowner and the owner of the deck cargo. Then, as the goods have been properly jettisoned, the next question is, whether the owners have a good claim in general average against the other interests. The rule is that deck cargo has no such right. The reasons are variously given. It has been said that cargo carried on deck obstructs the navigation of the ship, but, whether or not, it is certainly exposed to greater risk of having to be jettisoned than under-deck cargo, and obviously it would be unfair to impose upon the owners of under-deck cargo, without their consent, a liability to contribute in general average against such more than ordinary risks. The non-consenting under-deck cargo-owners are, therefore, free from liability to contribute. In "Strang, Steel and Co. *v.* Scott" (14 A.C., p. 609) the reason was thus given. The owners of deck-cargoes are not entitled to relief by general contribution, because

deck cargoes "are hindrances to the safe navigation of the vessel, and their jettison is therefore regarded in a question with the other shippers of cargo as a justifiable riddance of encumbrances which ought never to have been there, and not as a sacrifice for the common safety." The position of the shipowner is different, inasmuch as he has himself loaded the cargo on deck. Still, he is not liable either in general average or for any special but analogous contribution. The authority for this is "Wright *v.* Marwood," a case decided in 1881. There cattle were shipped as deck cargo on a general ship on terms which freed the shipowners from liability for all accidents. They were properly jettisoned for the safety of the ship, and the owners of the cattle thereupon claimed to be entitled to a general average contribution from the owners of the ship. It was held in the Court of Appeal that they were not entitled either to a general average contribution or to any particular contribution from the shipowners. The judgment is instructive. The Court first laid down the rule as being that deck cargo jettisoned is not entitled to contribution, with one exception, namely, where the carriage of deck cargo is customary in the trade; and next, that if there was no right to general average, there could be none to a special contribution, except under an implied agreement, which could not in the circumstances be inferred. It should be noted that the reason for the exception appears to be that when cargo is by custom carried on deck, the other cargo-owners are presumed to know the custom, and in shipping their own cargo to accept the risk. In such a case all parties, it appears, may be liable to contribute in general average. We will, however, so far as under-deck cargo-owners are concerned, recur to this point. Certainly the shipowner is liable, for even where by special contract the deck cargo is carried "at merchants' risk," jettison of it if justified gives the right of contribution against him. In "Burton *v.* English," in 1883 (12 Q.B.D., 218), this was clearly recognised. A deck cargo of wood "at merchants' risk" was shipped on a chartered vessel, there being a custom to carry such deck cargoes. It was properly jettisoned to save the ship and the rest of the cargo, and the claim was made against the shipowners for general average, on the ground that the custom brought the case within the exception referred to in "Wright *v.* Marwood." The defence to the claim was that the agreement for the cargo to be carried "at merchants' risk" meant that there was to be no liability on the part of the shipowner for general average contribution in favour of that cargo. It was held that the special clause had no bearing

on the general average liability, and that the contribution was due. In this case no question arose as to the liability of the under-deck cargo-owner. The ship was not a general ship; all the cargo was shipped by the plaintiffs, and the point actually decided was only that the shipowner was liable. There still seems some doubt in one case as to the strict legal liability, apart from that of the shipowner. Where deck cargo is loaded in accordance with the custom of the trade, and the ship is a general ship, the shipowner is, as we have seen, liable to contribute; but is the under-deck cargo-owner by law also liable? In "Gould *v.* Oliver," one of the leading cases affirming the shipowners' liability, this question was reserved, and we cannot refer to any decision which directly decides that the mere fact that it is customary to carry a deck cargo renders every other cargo-owner liable in law to contribute to the loss by jettison of such cargo. We are inclined to think that to render such cargo-owners liable it would be necessary to prove not only that it was customary to carry a deck cargo, but that by the custom of the port or trade its loss by jettison was to be made good in general average by all interests. Practically, however, the difficulty does not arise. It is a rule of practice of average adjusters in this country, where deck cargo has been shipped according to the usage of trade, to adjust on the basis of general average, except in the case of shipments of cotton, tallow, and acids, and a few other minor descriptions of goods. So far we have dealt with the question apart from insurance. The liability of the underwriters primarily depends upon the terms of the policy of insurance ; it is only incidentally that it depends upon the contract of affreightment. If the cargo is insured as deck cargo, the underwriter is liable. If it is insured as cargo, and it is carried on deck because that is the proper and customary manner of carriage, he is liable. On the other hand, if it is improperly carried on deck he is not responsible. There is one further alternative. If the cargo is not insured as deck cargo, and is not usually carried on deck, but is so carried by special contract with the shipowner—a contract, so to speak, behind the back of the underwriter—the underwriter would not be liable. In all these cases except the latter, one or other—shipowner or underwriter—would be liable; in the last case the cargo-owner would have to suffer the loss himself, at least if the case came within "Wright *v.* Marwood." Whether there is a right to contribution in general average or special contribution does not affect the initial liability of underwriter to assured, though of course it does affect his real or ultimate liability. In

this respect his right is the same as that of his assured. If the assured is entitled to contribution in mitigation of the loss, the underwriter stands in his shoes and takes the contribution, or, if it is received by the assured, is by so much freed from his liability.—*November* 2.

LIGHTHOUSE AUTHORITIES.—RESPONSIBILITY FOR POSITION OF BUOYS.

The maintenance of lighthouses, buoys, and beacons is so admirably effected by the lighthouse authorities of this country that accidents to vessels through undue reliance upon the information given by any of these warning guides are rare indeed. An action against one of these public bodies, seeking to make them responsible for an accident alleged to have been induced by a lightvessel being out of position, is almost, if not quite, unique. The case of the *Ralph Creyke* (the "Goole Steamship Company *v.* the Trinity House of Kingston-on-Hull") is therefore noteworthy. It may, perhaps, be utilised to consider the position of lighthouse authorities as regards their responsibility to the public. The *Ralph Creyke*, while proceeding down the Humber from Goole, rounded the Whitton No. 4 Lightship, which was known to be not in her exact proper place, made for the next mark—the gas-buoy No. 3—and shortly afterwards grounded on the Brough Sand. The action was brought on the ground, as alleged, that the defendants had given misleading information as to the position of the lightship, and had neglected to maintain the Brough leading lights. What had happened with regard to the lightship—we gather the facts from the judgment of the Court—was this: On May 11 of last year the lightship drove from her moorings about 250 yards in an east by south direction, but in the evening she was hauled about 100 yards in a south-westerly direction, which would place her about 200 yards to the south-east of her old position, but in about the same bearing from the gas-buoy as she had been when in her proper position, and therefore that distance—200 yards —nearer the gas-buoy. The next morning she was placed back in her original position. Meanwhile information, by telegram, from Whitton Pier had been sent to the Hull Trinity House. Despatched soon after the first dragging of the vessel to the east by south, it stated: "No. 4 lightship has been driven about a cable's length to the eastward of her station." This telegram was communicated to the master of the *Ralph Creyke* before she sailed. The further move of the lightvessel to the south-west was observed from Whitton Pier, but no second telegram was

sent, as the first was supposed still to fairly represent her then position. It was after the lightship had been so shifted, and was somewhere to the south-east of her proper station, that the *Ralph Creyke* came down. Her master appears to have navigated past the lightvessel, treating her as if she was exactly east of her station, and the steamship stranded accordingly. There were two charges of negligence against the defendants: first, that the information that the lightvessel had shifted to the eastward was misleading, and secondly, that the crew of the lightvessel did not warn the master of the steamship that they had hauled into a position which was in the line between the original position and the gas-buoy. The general charge of having neglected to maintain the leading lights appears not to have been persisted in. The charge as to the alleged wrong information failed, as the Court held that the term in the telegram "to the eastward" was a general term, which would convey to anyone reading the telegram the information that the vessel had drifted not due east, but in an easterly direction. The allegation against the crew of the lightship also failed, as the Court held that in the circumstances—a strong wind and the steamship passing at the rate of 12 knots in the middle of the night—there was no neglect in those in charge of the lightship not having their attention drawn to the steamship. The Court accordingly gave judgment in favour of the defendants. Before leaving the case, the charge—which appears to have been dropped—of having neglected to maintain the leading lights deserves notice, as it lends itself to an explanation which shows what, as we understand, really is the responsibility. The charge might mean that without any negligence the authorities had omitted to keep the lightvessel in its proper position. This, we should say, would certainly not be a sufficient charge upon which the lighthouse authorities could be held responsible. They can hardly be expected to guarantee that their warning lights and beacons shall be always in proper position and order. If, however, the charge was that through some negligence—neglect to provide reasonably fit moorings whereby the vessel shifted, improper delay in restoring the vessel to her proper station after drifting, and so on—then the charge, if proved, might have been sufficient. In "Gilbert *v.* the Corporation of the Trinity House" it was argued that the defendants, the English general lighthouse authority, was exempt from liability, as they were a public body getting no profits. The Court, however, held that if there was negligence on the part of anyone for whom they could be held responsible they were liable. An attempt was then made to draw a distinction

between the position of the Trinity House of Deptford Strond and one of the local lighthouse authorities, but it failed, and the description of the position given in the judgments may be considered, therefore, as applicable to all such bodies, the three general authorities and the local authorities. This is what was said in the principal judgment:—"The law is plain that whosoever undertakes the performance of or is bound to perform duties, whether they are duties imposed by reason of the possession of property or by the assumption of an office, or however they may arise, is liable for injuries caused by his negligent discharge of those duties. It matters not whether he makes money or a profit by means of discharging the duties, or whether it be a corporation or an individual who has undertaken to discharge them. It is also immaterial whether the person is guilty of negligence by himself or his servant." This seems to show the measure of the responsibility. The lighthouse authorities, whether general or local, are given by charter or statute certain powers. Their duties are to exercise those powers in a reasonable manner, and for the consequences of negligent discharge of those duties they are liable.—*November* 7.

LIMITATION OF LIABILITY.—ASSESSMENT OF LIFE CLAIMS.

In the *Stella* case, the course which the actions brought against the railway company are taking with the approval of the Courts may result in profit to the legal profession, but it seems bound to entail unnecessary costs upon the defendants without any equivalent advantage to the plaintiffs, and it becomes material to consider whether there should not be some alteration in the present procedure. After the disaster which happened last March, when there was such a lamentable loss of life, the London and South-Western Railway Company, the owners of the *Stella*, took advantage of the provisions of Section 503 of the Merchant Shipping Act, 1894, and limited their liability. In other words, they came to the Court and obtained the usual order, limiting their liability to the statutory £15 per ton of the gross tonnage of the *Stella*. Thereupon, on payment into Court of £15,404. 8*s*. and interest from the date of the loss of the vessel, the company became freed from liability in respect of claims made, or to be made, by the legal personal representatives of the persons who lost their lives through the foundering of the *Stella*. However many claims were made, and at whatever amounts these were assessed, the gross amount payable was this £15,404. 8*s*. and the interest, and the

owners of the *Stella* were in no way further liable except in one respect, namely, for the costs of the actions. By reason, however, of this latter liability it was of importance that the claims should be assessed without unnecessary expenditure. The limitation proceedings were taken in the ordinary way in the Admiralty Division. Some actions for life claims, however—about a dozen in all—had been commenced in the Queen's Bench Division, and it was anticipated that there would be a good many more similar actions brought. If these actions were tried out each would entail its own series of costs, and the defendants would have to stand the worry and expense of all the various actions. There was another simple alternative. The claims might all be made in the Admiralty Division, and assessed in the simple and expeditious manner adopted in that Division by the Registrar and Merchants. An application was therefore made to the judge in the Admiralty Division for an expression of opinion, and also in the Queen's Bench Division for an order that certain actions taken as test cases should be transferred to the Admiralty Division. The order could not be made by the Admiralty judge, but it could by the Queen's Bench judge. The latter, however, refused to make the order, and on appeal the Court of Appeal confirmed and approved his decision. It is difficult to see how this can be considered other than a perfectly sound judicial decision. Under the Act which authorises such claims, the plaintiffs are undoubtedly entitled to have their claims assessed by a jury, and, as pointed out, the ordinary course is for the claims, if not resisted, after judgment by default, to be assessed by a jury in the Sheriffs' Court. That is the plaintiff's strict right, and it is a course which has been adopted in other cases. The question, however, arises whether this is a course which in the interests of all parties should be countenanced. The costs in each case may not be heavy, but they must be material. There is the common law action first, then the Sheriff Court proceedings, and lastly the proceedings to enforce the judgment and verdict in the Admiralty Division against the proceeds in that Court. In such a case as the *Stella* it is hard to see how anybody can obtain the least advantage from this complication of proceedings. True it is quite likely that a jury will give a plaintiff a verdict for a larger amount than the Registrar and Merchants might be inclined to award. If, however, all the claimants have their damages assessed by juries, they cannot in the aggregate get a penny more, however large the verdicts, than if they, all round, had their damage assessed by the possibly less susceptible tribunal of the Registrar and Merchants. If the juries gave in the aggregate £100,000, or if the Registrar and his advisers gave £20,000,

in either case the plaintiffs would get no more than the £15,000 odd. We cannot help thinking that there should be some amendment of Lord Campbell's Act to meet such a case, or that some other alteration in the law should be devised rendering it compulsory that claims for life as well as property should be brought in the Admiralty Division. It would not in the least affect the ultimate result to the life claimants, while it would lighten the burden thrown on the defendants very considerably. There is nothing to prevent life claimants now agreeing to submit their claim to a reference in Admiralty, but this is not enough. One claimant naturally is unwilling to go there if it is open to other outstanding claimants to appeal to possibly more generous juries. If the present system is to be reformed, as we certainly think it should be, it must be by statutory enactment. A wasteful expenditure of unnecessary costs is advantageous to nobody, and in the long run not even to the lawyers.—*August* 9.

LAY DAYS.—DEMURRAGE.

SIR,—A little vessel came to London, coastwise, with a cargo of clay, and was ready to discharge on Wednesday morning, 17th instant, having arrived at discharging place (according to bill of lading) on Tuesday afternoon. There is no charter-party, and bill of lading says nothing as to discharging time. Vessel has in, by bill of lading, 111 tons, and I claim by custom of the port 49 tons per day. Merchants dispute this. Can you refer to any legal decision establishing this custom? Vessel did not finish discharging until Wednesday, 24th inst. Her days being up on Friday night as above, I claim the Sunday and Monday Bank Holiday on demurrage. Can you refer me to any legal decision establishing that Sundays and holidays are claimable on demurrage, although not as lay days? This little vessel costs me more than 4*d.* per registered ton per day, which I can prove by my payments. Is there any rule or custom establishing 4*d.* per registered ton as a maximum or minimum for all kinds of craft?

Yours, &c.,

KETCH-OWNER.

[The alleged custom would have to be established by evidence. We do not believe it could be established. The real question would probably be, what was a reasonable time for the vessel to be kept discharging in the circumstances. There is no fixed rule or custom establishing one rate of demurrage.]

LIMITATION OF LIABILITY.

SIR,—Will you kindly give me your opinion on the following questions in connection with Clause 503 of the Merchant Shipping Act, which limits the owner's liability as follows, that is to say:—"(1) In respect of loss of life or personal injury, either alone or together, with loss of or damage to vessels, goods, merchandise, or other things, an aggregate amount not exceeding £15 for each ton of their ship's tonnage; and (2) In respect of loss of or damage to vessels, goods, merchandise, or other things, whether there be in addition loss of life or personal injury, or not, an aggregate amount not exceeding £8 for each ton of their ship's tonnage." In the case of a wrong-doing ship causing loss of life and loss of goods, &c., what is she liable for? I interpret the Act to mean that the owner's liability in such a case is limited to £15 per register ton for life, plus £8 per register ton for goods, together £23 per register ton. But a shipowner here argues that a shipowner's liability in such a case is limited to £15 per ton on her register for life and goods together. If this latter contention is correct, we are driven to the conclusion that the Merchant Shipping Act places more value on goods than on life;

because if a wrong-doing ship loses life and not cargo she is liable up to £15 a ton, but if she loses cargo and life it would appear from this argument that £8 out of £15 is apportioned to cargo, and the balance to life.

Yours, &c.,
AN OLD READER OF YOUR PAPER.

[The Act is really clear. When there is loss of life or personal injury as well as loss or damage to ship or goods, the limitation is £15 and not £28 per ton. The difficulty which occurs to our correspondent is not justified. The claimants in respect of loss of life or personal injury not only have the sole right to claim against the £7 per ton, but if their just claims exceed this amount they are entitled for the balance to claim *pari passu* with the other claimants against the £8 per ton. (The *Victoria*, 18 P.D., 125.)]

MUTUAL INSURANCE.—ASSIGNMENT OF MONEY DUE.

Mutual insurance clubs should note the case of "Laurie *v.* West Hartlepools Steamship Thirds Association and David," recently tried in the Queen's Bench Division, as showing the usefulness of the condition against assignment of policies by members. In 1892 R. Short, the owner of the steamship *Grimsby*, was insured, in respect of average losses which might be sustained by the vessel, with the defendant association. In July of that year the *Grimsby* stranded and sustained damage, and the plaintiff Laurie was employed to do the necessary repairs. The repairs cost nearly a thousand pounds, and in respect of the average the amount due from the Association to Short was ascertained by the average adjuster to be £245. 1*s*. 8*d*. In August Short executed an assignment in writing to Laurie of the money due, or to be due, from the Association in respect of the stranding, and gave notice of the assignment to the Association. In October of the same year Short was adjudicated bankrupt. For no doubt a good and fairly obvious reason the trustee in bankruptcy made no claim on the insurance money, but Laurie, as assignee, did; but the Association declining to pay him, this action was brought to try the question of the liability of the Association. The defence was that by the terms of the policy, "no assignment shall as against the Association give any right to an assignee to receive the sum due unless such assignment shall have been made with the licence of the Association testified by writing under the hand of the Association." Such licence, in fact, had not been obtained. The substance of the case was that the attempt was being made to make the Association pay the full amount due under the policy without their obtaining credit for what was due by Short to the Association in respect of his insurance of his fellow-members, and which had accrued due before the assignment. If, indeed, there had been no assignment, and

Short had been the claimant, there were amounts due from him which would have reduced the liability of the Association to him to about £67. If, however, the assignment was good as against the Association, they would have had to pay the full £245 odd, assuming the amount to have been properly estimated, and the debt from Short to the Association would only have given them a claim against Short or against his estate in the bankruptcy proceedings, a claim which in the circumstances could only entitle them to a dividend. The non-assignment condition certainly appeared clear, but it was contended on behalf of the assignee that the condition did not prevent the assignment being good, and that the assignee had an equitable interest, and might sue in the name of the assignor or of the official receiver. The Court, however, refused to accede to this proposition, and gave judgment for the defendants, with a declaration that the plaintiff was entitled to claim against the official receiver. In the event, therefore, the condition fulfilled the purpose for which it was intended. Presumably such associations in general have similar conditions in their rules, but it would be well if the smaller associations should overhaul their rules and see that they are similarly protected, and also all of them should take warning that, even where they have the condition, they should not accept assignments without securing payment of claims due, or which may become due, in the nature of calls against the particular member.—*August* 3.

MARINE INSURANCE.—DAMAGE AND CLASSIFICATION.—THE "RUABON."

It is very difficult to appreciate the exact effect of the decision of the House of Lords in the case of the "Ruabon Steamship Company *v.* the London Assurance," in conjunction with the earlier decision of their lordships in the case of the "Marine Insurance Company *v.* the China Transpacific Steamship Company —the steamship *Vancouver*." In each case a ship was docked for one purpose, and the opportunity taken to do both the intended and certain other work for a separate interest—the one underwriters', the other owners'. In each case the question appeared to be whether the dock charges, while both sets of work were being done, should be divided or should fall on the party for whom the ship was docked. In the first case it was held that the charges should be divided, in the second it has now been held that they should not. In the *Vancouver* case the vessel was put into dry dock for the purpose of being cleaned, scraped, and painted—

ordinary owners' work. When in dock it was discovered that her sternpost was fractured, a damage which had been caused by perils of the sea, and a particular average loss within the policy of insurance. The repairs, as well as the cleaning, were duly done while the vessel was in dock, and in eight days she was discharged from dock. The repairs alone would have taken the whole eight days; the painting alone would have taken only three days. As it happened, it became very material to decide whether the charges for the first three days ought to be borne entirely by the owners or partly by the underwriters, for this reason: the underwriters were only liable for particular average loss if over three per cent., and it was only if part of the first three days' dock charges were for account of the particular average that this loss would be over the three per cent. On the decision of this point depended whether or not the underwriters were liable at all. The question was therefore fought hard. The Queen's Bench Division decided that the expense of the first three days was entirely at the risk of the shipowners, but the judgment was reversed by the Court of Appeal, which held that the dock dues on the three days utilised for both the cleaning and the repairs ought, as a matter of business, to be divided equally. This decision of the Court of Appeal was confirmed by the House of Lords. The *Ruabon* case was sufficiently similar to make it very generally considered to be within the principle of the *Vancouver* case. The *Ruabon* sustained damage which came within the policy of insurance, and she was docked to undergo the necessary repairs. While in the dock the owners took the opportunity of having her surveyed for classification purposes. The survey was not due, and there was no immediate necessity for it to be made, but the owners took advantage of the vessel being in dock, thereby saving the necessity of a second docking a few months later. The question raised was whether the expenses of taking the *Ruabon* into and out of the dock and placing her there, and the dock dues while she was there, ought to be apportioned between the owners and underwriters. Mr. Justice Mathew held that the case was covered by the *Vancouver* decision, and that all these expenses, so far as they were common to the repairs and the survey, should be apportioned between the owners and the underwriters, this being, he considered, in accordance with the *Vancouver* decision. The subsequent appeal to the Court of Appeal led to a difference of opinion in that Court. The majority of the Lords Justices agreed with the Court below, and the appeal was accordingly dismissed. Lord Justice A. L. Smith, however, drew a distinction between the actual dock

dues, which he considered should be divided, and the expenses of getting the vessel into and out of dock, which he considered should be borne by the underwriters, as it was for their purposes that the vessel was brought into dock. All the judges, so far, considered that the *Vancouver* judgment was applicable, and that by it the principle was laid down that in the common employment of a dock for two purposes each person who utilised the occasion must bear his share of the expenses incurred in common—the difference of opinion in the Court of Appeal appearing to be rather as to what were the expenses in common. On this point the opinion of the majority of the Court certainly seems to carry conviction. The expenses of docking and undocking were described, and surely rightly described, as incidental to the docking, and they seem to be as much part of the expenses incurred for joint benefit as the daily dock dues. The House of Lords has drawn no such distinction, but has held that in the circumstances there is no liability on the part of the shipowner to pay any of the dock expenses. No doubt has been thrown on the *Vancouver* decision, but it has been held not to have any application. The question in that case, the Lord Chancellor pointed out, was simply how the cost of repairs for which underwriters were liable were to be estimated, the decision being that dock dues were part of the cost, but in the circumstance part of these dues were to be attributed to the operations of the other party interested. This seems to have been the opinion, also, of Lord Macnaghten, who pointed out that in the *Vancouver* case "it was not decided that the shipowner was liable for one-half the cost of the use of the dock . . . but that the underwriter in respect of his obligation was liable at least for one-half the cost." Lord Brampton apparently considered the *Vancouver* judgment to go somewhat beyond this, namely, that where owners and underwriters perform separate and necessary operations on a ship in dock at the same time, or the one immediately following the other, the expenses must be shared. This seems to admit the principle of apportionment for common usage, but the rest of their lordships seem not to have taken this view. The *Vancouver* not being an authority in point, the liability to contribute had to be supported, if at all, upon some general principle, and such principle it was held did not exist, except in cases where the liability was "assumed to exist either by contract or by some obligation binding all to equality of payment or sacrifice in respect of that common obligation." The mere fact that one person takes advantage of something which another person does is not sufficient to bind him to pay anything towards

the cost. This seems to explode the theory altogether of apportionment for common usage. There was one other matter which may be noted. In the principal judgment there is a finding or holding that the dock was not used at all for the owner's purposes, inasmuch as the owner only went on board his own vessel and held a survey. It is very difficult to accept this, as the bottom of the vessel had to be examined for the survey, and it was one of the admitted facts that docking was necessary for the vessel to pass the survey. The decision, however, of the House of Lords did not depend on this holding. The effect of this decision is, as we have said, not entirely clear. If a vessel, for instance, is placed in dock for underwriters' damage to be repaired, and the owners use the opportunity for some necessary work on their own account, would there be any apportionment then? We are afraid one effect of the decision will be further litigation.—*December* 22.

MARINE INSURANCE.

SIR,—Will you kindly inform me, through the medium of your paper, whether it is legal for two different people to insure one lot of goods? I ask because my consignee, who pays against documents at destination, says "no insurance," as he insures at the other end; but for certain reasons I think the risk too great to send on the goods without insurance.

Yours, &c.,

April 20, 1899. LINGUIST.

[The right of the vendor who ships the goods to effect an insurance on them for his own benefit is dependent upon whether or not he has an insurable interest. This depends upon the terms of the contract, and contracts vary so much that it is not always easy to see in whom the insurable interest lies; either vendor or purchaser, or both, may be sufficiently interested to insure. Neither can validly insure more than he has at risk. The property in the goods may have been retained by the shipper; but in the case put, as the purchaser insured, it rather seems as if the goods were to be at his risk during transit, he being liable to pay whether they arrived or not, in which case it is difficult to see how the shipper has any sufficient interest to insure, unless and until circumstances arise justifying a stoppage of the goods *in transitu*, and he does so stop them. (See the various cases referred to in Arnould on "Marine Insurance," 6th edition, p. 69, &c.)]

MARINE INSURANCE.

SIR,—We instructed brokers to cover at Lloyd's a small amount on a vessel somewhat overdue, but received notice the following day that the vessel had reached her destination three or four days previously. The underwriters actually incurred no risk, and may possibly have known the vessel's position at the time. We should therefore be glad to have your opinion as to whether they can legally claim premium.

Yours, &c.,

June 30, 1899. SHIPOWNERS.

[There seems to be no doubt on the point. If the underwriter knew of the safe arrival of the vessel at the time of subscribing the policy the contract is void as to him, and he has no right to be paid the premium, but if he did not know of the safe arrival he is entitled to the premium.]

MARINE INSURANCE.—"MISSING" SHIP.

SIR,—In the event of a steamer being posted at Lloyd's as "missing," and the underwriters pay a total loss claim for her, should the vessel afterwards arrive in port, can the underwriters compel a repayment from the assured of the sum so paid as for a total loss, or are the underwriters only entitled to take possession of the property, dispose of it as they may see fit, and appropriate the proceeds in the same way as salvage savings? Yours, &c.,

South Shields, March 6, 1899. A SUBSCRIBER.

[The assured having abandoned and the underwriters having paid as for a total loss, the assured have ceased to be, and the underwriters have become, the owners of the property insured, so far as it still exists. Neither party has the right to claim a return of, or the duty to return, either the insured property or the insurance money.]

NECESSARIES.—JURISDICTION.—BRITISH OR FOREIGN VESSEL.

The decision in the action brought by Messrs. Woodruff, Shillito and Co. against the *Lamia L.*, heard on appeal in the Admiralty Division last week, may be perfectly sound in law, but granting this—and we have no reason to express any contrary opinion—it opens up the question whether our law with regard to actions *in rem* in necessaries claims is not too much hampered by technical restrictions. The steamship *Lamia L.* was at one time, under the name of the *Shillito*, of Cardiff, owned by the plaintiffs. On July 31, 1897, Signor Lavarello, of Genoa, agreed to purchase the vessel from the plaintiffs, and by the terms of the contract she was to be placed in dry dock for inspection; the bottom of the vessel, if found damaged, was to be put in good order at the vendors' expense, or the contract was to be cancelled; while the purchaser was to pay a deposit of 10 per cent. on signing the contract, the remainder of the purchase-money to be paid on delivery in a Bristol Channel coal port, when the legal bills of sale were to be made out and executed, and in default of such payment the vendors were to be at liberty to put the vessel up for sale. The vessel was put in dry dock at Cardiff, the bottom of the vessel was there painted on account of the purchaser, and while there she was passed, and she was then undocked and put in the Roath Basin, the plaintiffs providing the money for the painting and undocking. The balance of the purchase-money was paid subsequently on September 10, and from that date the vessel certainly was the property and in possession of the purchaser, whatever the position of affairs was before that between vendors and purchaser. The action was brought in the Newport County Court by Messrs. Woodruff, Shillito and Co. against the ship, to recover the money they had advanced for the painting and undocking, as money paid for necessaries. The objection was thereupon

raised by Signor Lavarello that the County Court had no jurisdiction in the circumstances, inasmuch as the necessaries were supplied to a British ship in her port of registry. The limited extent of the jurisdiction arises from the fact that it is entirely the creature of statute. Apart from statute, the Courts of Admiralty, as such, have no power to try actions for necessaries. In times long gone by the jurisdiction was claimed, and indeed exercised, by the High Court of Admiralty, but was denied by the Common Law Courts, and in the contest between the Courts the Common Law Courts were successful. The result was, as might have been expected, that the masters of vessels—in particular foreign vessels —who had no personal credit in this country experienced great inconvenience through being unable to obtain requisite repairs or necessaries. It was therefore found advisable to give the Admiralty Court the jurisdiction by statute; that is, to make the ship herself liable to actions at the suit of necessaries' men. By the Admiralty Court Act of 1840, accordingly, it was enacted that the High Court of Admiralty should have jurisdiction to decide all claims "for necessaries supplied to any foreign ship." In 1861 this jurisdiction was extended to claims for necessaries supplied to any ship elsewhere than in the port to which the ship belongs, unless it is shown that at the time of the institution of the cause any owner or part-owner is domiciled in England or Wales. In 1868 the power to exercise Admiralty jurisdiction in particular matters was conferred on certain County Courts to be selected, one of the subjects being claims for necessaries, and by virtue of this Act County Courts having Admiralty jurisdiction have the power which was given to the Admiralty Court both by the Act of 1840 and by the Act of 1861. This, however, is the extent of the County Court jurisdiction. Whether the plaintiff in the *Lamia L.* case could maintain his action depended upon the answer to the question whether, when the necessaries were supplied, the vessel was a British or a foreign vessel. If she was a British vessel there was no jurisdiction under the Act of 1840, which referred only to claims against foreign vessels, nor under the Act of 1861, for she would be in her home port. If she was a foreign vessel there would be jurisdiction under each Act. The judge of the County Court and the judges of the Admiralty Division have arrived at opposite conclusions. The County Court judge held that the purchaser had become the owner from the date of the contract, and that the action was properly brought. The vessel was, in his opinion, only kept on the British register by the sellers for the purpose of maintaining their lien as unpaid vendors. The

Divisional Court, however, held that the contract was merely "executory," and that legal possession was not given to the purchaser before the date of completion. Till then "no property, either legal or beneficial, passed to the purchaser: what he got was an executory contract entitling him on certain conditions to obtain the property in the ship." This concluded the question. If the purchaser had not obtained the property the vendors were still the owners, and the vessel was still British and in her home port. Judgment was accordingly entered for the defendant with costs, on the ground that the Court had no jurisdiction. It is worth noting that the register of the ship is ignored by both Courts. The County Court judge explains it away, and it is not relied upon at all by the Divisional Court. The latter Court, however, attaches considerable importance to the fact, found by the Court upon the evidence, that the vendors' master remained in possession until the money was paid, and then gave her up to the purchaser on receiving the order from the vendors, "Please deliver the *Shillito* to Mr. Lavarello or his representative." We are not inclined to think that the judgment is wrong in law, or, as far as can be gathered, in fact. The plaintiffs seem—and it is a very natural mistake—to have misunderstood their position. So far as they are concerned it appears to be a hard case, but the facts are not likely to be of frequent occurrence, and we are not inclined to think that the law, so far as this jurisdiction is concerned, requires alteration. If claims for necessaries could be brought against ships more freely than at present, shipowners would certainly be the sufferers.—*June* 24.

NATURALISATION.

SIR,—Will you kindly give a little information on the Law of Naturalisation as it affects the qualification of a seaman in the merchant service now in the employment of the Eastern Telegraph Company? The said applicant for a certificate desires to know if the time he has served on English ships outside the limits of the United Kingdom since February 12, 1892, will qualify him under the Act of 33 Vic., which clearly states five years' residence in the United Kingdom. The time spent in various parts of England since 1892, when paid off, looking for ships, and working by same when in port, accounts for close on three years' residence ashore. Can you kindly say whether he is entitled to set off those periods of time when serving in British ships towards the time qualification under the Act?

Yours, &c.,

May 1, 1899. SUBSCRIBER.

[It seems quite clear that the periods of time during which the applicant was serving in British ships outside the limits of the United Kingdom cannot be counted as part of the residence qualification. The Act refers plainly to residence "in the United Kingdom."]

NON-DELIVERY OF CARGO.

SIR,—Plaintiff's ship is arrested in a collision case at the suit of the defendant. The ship remains under arrest until the hearing of the action, when judgment was given in favour of the plaintiff on the claim and counter-claim. The ship during the whole period was at her destination. Cargo-owner failed to move the Court for an order to release the cargo, although neither the cargo nor freight were named in the writ, and the freight had been paid in full previous to the arrest of the ship. Ship-owner claimed compensation from cargo-owner for thus making use of his ship, and, failing to obtain such after giving notice, discharged the cargo, subject to his claim and dock dues thereon. Cargo-owner now claims delivery and damages, and threatens to arrest the ship. Can he do so? If so, please give authorities. Should not his course be to pay the claim to the wharfinger, and follow the usual course? If cargo-owner carries his threat into execution, what remedy has the shipowner?

Yours, &c.,

April 11, 1899. A CONSTANT READER.

[We are not asked to consider the validity of the claim for compensation by the owner of the ship, and therefore we do not deal with this point. The material facts seem to be, as we understand them, that the cargo has been discharged under a stop order for an amount disputed by the cargo-owner, who claims delivery and damages and threatens to arrest the ship. If the owners of the ship are not domiciled in England or Wales, the owners of the cargo could apparently bring their action in the Admiralty Division, under the Admiralty Court Act, 1861, Section 6, or in the County Court, if the claim does not exceed £300, under the County Court Admiralty Jurisdiction Act, 1869; in either case the action being *in rem*, and the ship being subject to arrest. If there is an owner or part-owner of the ship domiciled in England or Wales, an action *in rem* could apparently not be brought, but an ordinary common law action would lie. The cargo-owner might, of course, pay the claim to the wharfinger, and follow the course available under Section 496 of the Merchant Shipping Act, 1894, but this is an optional course. See also the *Energie*, *Law Reports*, 6 P.C. 306.]

NON-DELIVERY OF CARGO.

SIR,—In reference to yours in your issue of the 21st inst., in reply to mine of the 11th, wherein you state, "If there is an owner, or part-owner, of the ship domiciled in England or Wales an action *in rem* could apparently not be brought"—(*a*) Kindly give the reasons why you consider the County Court Admiralty Jurisdistion Act (1869) does not apply to a ship, a part-owner or owner of which is domiciled in England or Wales, (*b*) and authorities in support thereof, and (*c*) also of the above. Thanking you in anticipation,

Yours truly,

A CONSTANT READER.

[The question depends upon whether the County Court Admiralty Jurisdiction Act (1869) gives that Court a wider jurisdiction than is possessed by the Admiralty Division or not. In the *Alina*, in 1880 (5 Ex. D., 227) the Court of Appeal held that the County Court had jurisdiction in claims arising out of charter-parties, although the Admiralty Court had not. There were many conflicting decisions, however, and in the recent case of "The Queen *v.* the Judge of the City of London Court," the Court of Appeal held that a County Court was not given by the Act any greater jurisdiction than that which was possessed by the Admiralty Court, unless it was with regard to charter-parties. The latter limitation was added because the Court was not in a position to over-rule the *Alina*. The *Alina* certainly was not approved by the Court, Lord Esher saying indeed that he would not follow the *Alina* one inch further than it went. The House of Lords has in the *Zeta* (1893, A.C., 468) referred with approval to the "Queen *v.* Judge of the City of London Court" decision. It comes to this, that unless our correspondent's case can be brought exactly within the *Alina* decision it cannot be tried in the County Court by action *in rem*. If it can be

brought within that decision, it can be so tried, with the possibility, if the question of jurisdiction is fought out, of the *Alina* being over-ruled and the jurisdiction pronounced against.]

PILOTAGE.—COMPULSORY.—THAMES AND OUTPORTS.

In two cases questions of pilotage law have been decided in the Admiralty Division within the last few days. Both are remarkable for having been, unlike most of such questions, almost too clear for argument. The state of the pilotage law is, however, one of such hopeless confusion that all decisions, even in the nature of foregone conclusions, should be noted. The first case was a test action, brought nominally in the name of a licensed Trinity House pilot, to recover from the owners of a Norwegian vessel, the *Columbus*, the amount of the dues which would have been payable for piloting the vessel up the Thames to Gravesend if the plaintiff's services had not been refused. The *Columbus* was a Norwegian vessel bound from Christiania to London with a cargo of timber, but no passengers, and the question, therefore, to be determined was whether pilotage was or was not in the circumstances compulsory. The defendants resisted the claim on the ground that, under Section 625, Sub-section 4, of the Merchant Shipping Act, 1894, the *Columbus* was exempted from compulsory pilotage as coming under the description "ships when not carrying passengers" "trading from the port of Brest or any port in Europe north and east of Brest . . . to any port in Great Britain within the said London or Trinity House outport district." In terms this clause clearly covered the *Columbus*, but it was argued that the Act of 1897 repealed the exemption so far as concerned vessels which were on voyages between Sweden or Norway and the port of London. The Act of 1897 enacted that Section 603 of the Merchant Shipping Act, 1894, so far as it continues the exemptions under the old statute, 6 George IV., c. 125, Section 59, and extended by the Order in Council of Feb. 18, 1854, should cease to operate in the case of vessels on voyages between any port in Sweden and Norway and the port of London. The contention on behalf of the plaintiff was that the exemptions in the Merchant Shipping Act, 1894, were only extensions and repetitions of the exemptions of the Act of George IV., and, being so, were therefore repealed as regards the specified voyages. It certainly seems a hopeless argument. Section 603 continued in force existing exemptions, and by virtue of that section the exemptions under the George IV. Act, as

enlarged by the Order in Council of 1854, were still kept valid. It is quite immaterial what those exemptions were, but in fact they were British vessels on certain voyages. Section 603 made no new exemptions. Section 625 did make new exemptions, notably in freeing from compulsory pilotage foreign as well as British vessels on certain described voyages. The simple answer to the plaintiff's argument is that the Act of 1897 repeals Section 603 to the specified extent, but it does not touch Section 625. Put shortly, this is the ground of the judgment delivered in the Admiralty Division in favour of the defendants. The Court expressed, however, a difficulty in understanding why the Legislature in 1897 dealt with Section 603 and not with Section 625 also; but we think the reason can be given. At that time British vessels on voyages between London and Norway and Sweden (and elsewhere) were exempt even when carrying passengers under the George IV. Act and the Order in Council. Foreign vessels, however, not being within that Act, were not exempted when carrying passengers. This was supposed to give an advantage to the British vessels, and it was to place foreign vessels and British vessels on an equality in the Norway and Sweden to London trade that the Act of 1871 was passed. As Section 625 made no distinction between British and foreign vessels there was no occasion to touch that section, and Parliament accordingly did not deal with it. The second case raised a point which was more, but not much more, open to argument. The *Glanystwyth*, a vessel employed in the Mediterranean and Atlantic trades, loaded a cargo of barley at Gaza, in Asiatic Turkey; arrived at Ipswich, where she delivered half her cargo; and then proceeded down the Orwell on her way to Leith, where the rest of the cargo was to be delivered. On her way down the river she ran into and damaged a vessel lying at anchor. The *Glanystwyth* was at the time in charge of a Trinity House pilot, and the place of collision was within the limits of the port of Ipswich, which is a Trinity House outport where pilotage is compulsory. The question to be decided was whether the *Glanystwyth*, having no passengers on board, was exempt under either the first or the third sub-section of Section 625 of the Act of 1894, either as a ship "employed in the coasting trade of the United Kingdom," or as a ship "trading from any port in Great Britain" to a "port in Europe north and east of Brest." Apart from authority, it might be open to doubt whether for a vessel to be within the description of "employed in the coasting trade" it is sufficient for her to be proceeding between two United Kingdom ports, or whether the vessel must be really a "coaster" not engaged in foreign trade. There is a good deal of

authority, however, applicable. In two cases Dr. Lushington certainly held that the material point was not the ports between which the vessel happened to be sailing, but the trade in which the ship was ordinarily occupied, and this was the view which Mr. Justice Bruce adopted in 1895 in the case of the *Winestead*. It was argued that these opinions are at variance with the subsequent decision of the House of Lords in the *Rutland* and *Edenbridge* case. In that case, however, the question was not what was a vessel "in the coasting trade," but what was "trading"—a very different thing. The first point in the *Glanystwyth* case the Court decided in accordance with the *Winestead* decision, considering, indeed, that that case was binding on the Admiralty Division. The question whether the *Glanystwyth* was trading to a "port in Europe north and east of Brest" was also decided in favour of the owners of the *Glanystwyth*, also under the authority of the *Winestead* decision, where the exact point was raised, and it was held that "Europe" in the sub-section must be taken to mean the Continent of Europe. The judgment was therefore to the effect that the *Glanystwyth* was in charge of the pilot by compulsion of law.—*February* 24.

PART-OWNER NOT ON REGISTER.

SIR,—I shall be glad to know, through the medium of your *Gazette*, if a managing owner is compelled *legally* to pay dividends to a 64th shareholder who holds a bill of sale, but refuses to register same in the usual way at the Custom House.

Yours, &c.,
SUBSCRIBER.

January 8, 1899.

[It is not easy to say exactly what the position of an unregistered owner is, but we do not see how the managing owner can successfully resist a claim by such owner for his share of the profits. (See "Mortgage and Sale, Effect of Registration," in *Maritime Notes and Queries*, Vol. IX., p. 97.)]

PASSENGERS.

SIR,—Can you, through your columns, say whether the following charge was legal? Coming down the Manchester Canal, at the first lock the lockmaster asked me if I had any passengers; I said no. The lockmaster asked me who the two women on board were; I said my wife and the chief engineer's, who were going a trip to Jersey, and I said they were not passengers. However, I had to pay 2s.

Yours, &c.,
MASTER.

[Under the Manchester Ship Canal Act, 1885, dues are payable on passengers. No definition is given of passengers, but we have no doubt the dues were in the circumstances payable.]

PASSENGER STEAMER.

SIR,—I was in charge of a screw steamship of about 400 tons burthen, and invited a few friends to take a sail with me for two hours without charge. I am possessed of a master's certificate of competency. The steamer was not certified to carry passengers. Was I within my right in taking them for a cruise?

Yours, &c.,
June 16, 1899. A MASTER MARINER.

[The Act is directed against passenger steamers plying without being provided with the certificate. The case described apparently does not show any breach of the Act. (See "Hedges *v.* Hooker," 6 Aspinall, 386.)]

PERSONAL INJURY.—LIABILITY.

SIR,—A steamer is chartered by merchants, who stipulate in charter-party that "Merchants to have liberty to employ their own stevedores for trimming the cargo at loading port at current rates, and for discharging at steamer's expense," and merchants ask us to let labour to a stevedore at per ton who finds his own labourers. Under the "Workmen's Compensation Act" and "Employers' Liability Act," in case of accident, who is liable—shipowner, merchants, shipbrokers, or stevedore?

Yours, &c.,
April 7, 1899. SHIPBROKERS.

[The liability must depend more or less on the circumstances of the case, in particular the cause of the injury. We do not, however, see how the shipbrokers can be liable under either Act. Under the Employers' Liability Act the shipowners would apparently not be liable (see the *Edenmoor*, "Gearon *v.* Runciman," *Shipping Gazette*, January 23, 1897), though they might be if there was personal negligence on their part. In certain circumstances the stevedore, and probably the merchants, would be liable (see "Carter *v.* Clarke," *Shipping Gazette*, January 21, 1898). The interpretation of the Workmen's Compensation Act is much too difficult to be considered on a vague hypothetical case.]

PILOTAGE.—COMPULSORY.

SIR,—Will you kindly inform me through the medium of your valuable journal as to following? Is a passenger vessel exempt from pilotage except in compulsory waters, the master and mate of such ship not holding the necessary pilot's certificate, or would she be liable to pilotage over the whole pilotage area? Your reply will greatly oblige.

Yours, &c.,
Bristol, July 15, 1899. A SUBSCRIBER.

[The question as put cannot be answered; it is much too vague and incomplete. If the vessel is carrying passengers between places in the British Islands, and is navigating within the limits of a district for which pilots are licensed, a pilot must be employed (M. S. Act, 1894, Section 604). As our correspondent writes from Bristol, he may be referring to the case of a vessel in the Bristol Channel, outside the port of Bristol. If so, under the decision of the *Charlton* (Admiralty Division, May, and Court of Appeal, July, 1895), pilotage may be compulsory, even if Section 604 does not apply. In questions of this kind the facts should be fully stated—place, voyage, nationality of ship, whether with cargo or in ballast, and so on.]

PILOTAGE.—COMPULSORY.—LONDON DISTRICT.

SIR,—With a view to settling a somewhat uncertain point, will you kindly decide the following queries? (1) Whether a vessel hailing from Whitby, and bound from South America to Rotterdam, viâ Deptford, is liable to compulsory pilotage up the Thames from Gravesend, and (2) down the Thames to Gravesend? (3) The same vessel from South America to Hull, viâ Deptford: is she liable to compulsory pilotage up the Thames from Gravesend, and (4) down the Thames to Gravesend again? According to Section 605 of the Merchant Shipping Act, 1894, which it is presumed has not been revoked, the vessel in question is not liable to compulsory

pilotage in either of the above four instances. For your convenience Section 605 is quoted :—"Any ship passing through any pilotage district in the United Kingdom on a voyage between two places both situated out of that district shall be exempted from any obligation to employ a pilot in that district." Yours, &c.,

June 10, 1899. PERPLEXED.

[If "Perplexed" had read and considered the whole of Section 605 he would have observed that the exemption therein did not cover any of the four cases. The section continues:—"The exemption under this section shall not apply to ships loading or discharging at any place situate within the district, or at any place situate above the district on the same river or its tributaries." Vessels on voyages from South America to Rotterdam or Hull would hardly proceed viâ Deptford except for the purpose of loading or discharging part of their cargo (presumably of discharging cattle), and the section then would have no application to the vessels. The material sections are Section 622, which makes pilotage compulsory, and Section 625, which gives the general exemptions from pilotage in the London district. Considering the particular cases: No. 1. The vessel, whether considered as on a voyage from South America to Rotterdam or from South America to Deptford, comes within no one of the exemptions. No. 2. The same vessel, however, while proceeding down the Thames, if not carrying passengers, is exempt, as trading from a port in Great Britain within the London district, &c., and a port in Europe north and east of Brest (see "Courtney *v.* Cole," 19 Q.B.D., 447). No. 3, like No. 1, is a case of compulsory pilotage for the same reason. No. 4. This is apparently another case of compulsory pilotage; the vessel is not trading to a port in Europe north and east of Brest, as that does not include a port in the United Kingdom (the *Winestead*, P.D. 1895, at p. 175), and she is not employed in the coasting trade of the United Kingdom (*ibid.*, p. 178). The vessel might be exempt if she unloaded all her cargo and was proceeding in ballast and without passengers to Hull (Order in Council of July 25, 1861), but this seems the only possible exemption.]

PILOTAGE RATES.

SIR,—A British vessel arrives here from Harburg laden with a cargo of oil-cake. Am I entitled to foreign pilotage or coasting? The captain says the latter.

Yours, &c.,

Bridport, June 26, 1899. TRINITY PILOT.

[The distinction is not between foreign and coasting pilotage, but the two rates are for (1) vessels from or to foreign ports, and (2) colliers and coasters (see Pilotage Return, 1889, p. 256). It seems perfectly clear that a vessel from Harburg is a vessel from a foreign port.]

REGISTRATION OF SHIPS.—MEANING OF "15 TONS BURDEN."

Actions brought by shipowners to limit their liability for damage caused admittedly by negligence for which the plaintiffs are responsible are seldom of much general importance, the assessment of the liability being usually merely a matter of figures. In the recent case of the *Brunel*, however, a peculiar point of law was raised, and inasmuch as to decide it a series of Shipping Acts, starting with one of William III. over two hundred years ago, had to be considered, the question was neither simple nor wanting in historical interest. It is unnecessary to refer in detail to the cir-

cumstances of the accident which led to the litigation. The facts of the case were, shortly, as follows: The *Brunel*, a Bristol tug, while towing the steamship *Glanmire* in the River Avon, came into collision with another tug. The *Glanmire* was cast off and went ashore, being thereby damaged, and a claim for the damage was made against the owners of the *Brunel*, the Mayor and Corporation of Bristol. It was denied that the damages sustained by the *Glanmire* were the result of the collision, but the owners of the *Brunel* admitted that the collision occurred by reason of the negligent navigation of their tug, and they agreed to submit to judgment for such damages as should be proved to have been caused by the collision. They thereupon sought to limit their liability in the usual manner—that is, by bringing an action praying for the decree of limitation to £8 per ton of the tonnage of the tug, calculated in accordance with the Act. The defendants, the owners of the *Glanmire*, resisted the claim, contending that in the circumstances the plaintiffs were not entitled to limitation, on the ground that under the Act the tug ought to have been registered, which she was not, and that her owners, therefore, were precluded from obtaining the protection of the Act. The owners of the *Brunel* admitted that if the tug ought to have been registered they would not be entitled to have their liability limited, but they alleged that the tug was exempt from registration under Section 3 of the recent Act, being not more than "15 tons burden," and "employed solely in navigation on the rivers or coasts of the United Kingdom." There was no dispute as to the local character of her employment, but the point in issue was whether or not she was more than 15 tons burden. If measured according to the Act, her whole tonnage was 35·99, her engine-room space was 17·80 tons, and her screw space was 6·73 tons. Moreover, she was in fact able to carry more than 15 tons weight of cargo in her cargo spaces. Therefore, whether Section 3 referred to the gross tonnage measured in accordance with the Act, or whether merely capacity was to be considered, the tug was over the exempt limit. On behalf of the Bristol Corporation, however, it was argued in the Admiralty Division that the tonnage referred to meant register tonnage, and that as the register tonnage of the tug was under 15 tons she was exempt. In the ordinary case of a screw steamship, the register tonnage is the gross less one and three-quarter times the engine space, with a further deduction of the crew space if "certified" under the statute. Here the crew space was not certified (if it had been the register tonnage would have worked out to a negative quantity), and the deduction was therefore con-

fined to the engine space, but this left the register tonnage under 5 tons. What, then, was meant by "15 tons burden" in the Act? The ordinary meaning would obviously be capacity to carry 15 tons. Mr. Justice Gorell Barnes, however, after a careful examination of the statutes leading up to the Merchant Shipping Act of 1894, held that from first to last these or similar words had been used to denote "the tonnage ascertained in the manner directed by the Acts for the time being in force—that is to say, the registered tonnage." The Act of William III. (A.D. 1696), a "Plantation Trade" Act, required ships to be registered and described as of so many tons "burthen," but made no provision as to the mode of arriving at the tonnage. The Act 6 Geo. I., c. 21 (A.D. 1719), one of the "Hovering" Acts, however, not only referred to ships as "of the burthen of . . . tons," but, to "prevent disputes," introduced a rule for their measurement, an arbitrary rule analogous to our present system. In 13 Geo. III., c. 74 (A.D. 1773), another "Hovering" Act, "tonnage and burthen" is the phrase used, and a rule is given therein for the admeasurement which is to be deemed the "true contents of the tonnage." The Plantation Act of 1696 was extended by an Act of 1786 (26 Geo. III., c. 60), which required vessels of the burthen of 15 tons or upward to be registered. The certificate form contained the words "admeasures (burthen) tons," and prescribed the method for finding the tonnage. This legislation was before the advent of steamships, and from it one thing seemed clear—that, with regard to sailing vessels, words "burthen" and "tonnage" in the statutes were used as denoting the same thing, and that was the tonnage as ascertained by the statutory rule; in other words, the register tonnage. Then came the introduction of steamships, and it was seen that for them some other system of measurement had to be devised. In 1819, by the Act 59 Geo. III., c. 5, a rule was accordingly laid down for ascertaining the tonnage of steamships. The material difference was that the length of the engine-room was to be deducted from the length of the vessel. The object was to give the tonnage of only the cargo-carrying spaces in the steam vessel, which was to be considered her statutory tonnage. The Navigation Act of 1824, 6 Geo. IV., c. 109, and the Registry Act of 1825 followed. These preserved the exemption from registration of British vessels under 15 tons burden, and prescribed rules for ascertaining tonnage. The certificate of the registered ship required the burthen of the ship to be set out in tons, and, as the judge observed, it appeared to follow that the number of tons was that ascertained according to the Act. The next important Act came ten years later—5 and

6 William IV., c. 56: The recital is of importance: "Whereas it is considered that the capacity of a ship is the fairest standard by which to regulate its tonnage . . ." After this statement the Act proceeds to lay down a new system of measurement. One provision was that the cubical contents of the engine-room should be deducted. Then Section 3 enacted that the "tonnage or burthen of every ship belonging to the United Kingdom, ascertained in the manner hereinbefore directed . . . shall be inserted in the certificate." Other statutes, such as the Customs Act 1845, might be referred to, but the deduction to be drawn from them seems to be the same—that burden and tonnage are identical, and both are the certificate of registry tonnage, that is, the registered tonnage. So the judge held, and the plaintiffs accordingly obtained the decree limiting their liability. In the Court of Appeal the argument on behalf of the owners of the *Glanmire* was rather modified. The contention that "burden" meant "carrying capacity" was abandoned. It was admitted that measurement tonnage was meant, but it was argued that it was not register or net tonnage, but gross tonnage. Once, however, this admission is made, the weakness of the appellants' case seems apparent. There may be a difficulty in understanding why "burden" should mean anything besides capacity, but when the word burden is admitted to have no direct reference to carrying power, there seems little reason for doubt left. Once admit that the tonnage in Section 3 means tonnage as measured by statute, why should it be considered to mean anything but the tonnage fixed by the statute with all the statutory deductions? As one of the Lords Justices shortly put the question, "Can anyone doubt that, *primâ facie*, you are to use the same standard in arriving at the 15 tons which is to exempt from registry that you will have to use when you ascertain the tonnage of a vessel which has to be registered?" Without referring to the Acts as elaborately as did the Court below, the judges of the Court of Appeal took into consideration the history of the exemption of vessels not exceeding 15 tons, and the same conclusion was arrived at by the Court. The tonnage referred to was, as the Court below held, 15 tons registered net tonnage, and not 15 tons gross tonnage. —*November* 23.

REGULATIONS FOR PREVENTING COLLISIONS AT SEA.—ARTICLE 11.—POSITION OF ANCHOR LIGHTS.

Whether the International Regulations of 1897 are any better than the old Rules of 1884, or even those of 1863, is a matter of

opinion. They are certainly more complicated, and in some respects are less easy to understand and carry out. The attempt made at the Washington Conference, and afterwards by direct discussion between Governmental Departments of the principal naval Powers, to devise a code of Rules more comprehensive than the then current regulations, was perhaps partly successful, but it is still a question whether the loss suffered by the sacrifice of simplicity is compensated for by any proportionate gain due to elaboration of detail. Additional lights and sound signals, if duly used and accurately observed, may give useful information. They are not invariably properly used, and it is obvious from the records of the law courts that they are frequently inaccurately seen and heard. We are by no means sure that signals which are intended to give detailed information do not encourage rash navigation, which would not be the effect of simple danger signals. However, the accepted principle seems to be in favour of information signals. This being so, and the regulations being drawn on these lines, it is imperatively necessary that the rules should be so drawn that it should be absolutely clear how the signals are to be used—if sound signals, what they are to be, and when they are to be made in the various circumstances; if lights, what they are to be, and how they are to be placed and exhibited. In the recent case of the *Ella Sayer v.* the *Philadelphian*, one of the light rules, Article 11, was somewhat severely criticised by the Court and the Elder Brethren, who stigmatised it as being ambiguous and misleading—"a very puzzling rule for any seaman to understand." The case itself hardly requires much description; except for the fact that there was an "unusual amount of contradictory evidence," there was little in it worth remarking. The *Ella Sayer* was at anchor in the St. Lawrence on a night in August last; the *Philadelphian* was steaming down, and ran into her. The onus was, therefore, on the *Philadelphian* to excuse herself, and this she attempted to do by alleging that the lights of the *Ella Sayer* were either not burning or were giving such a poor light that they could not be seen in time. The defence failed, the Court holding that the *Ella Sayer* had her anchor lights up and burning properly, and that the *Philadelphian* was in fault for not keeping a good look-out, and also for proceeding at a very excessive speed. The question, however, arose whether the *Ella Sayer* was carrying one of her lights in a proper position in accordance with Rule 11. In the end the Court held that she was not, but her owners escaped being held partly liable, inasmuch as it was also held that the light was skilfully hung and showing all round the horizon, and there-

fore, since the crew of the *Philadelphian* never saw the light at all, its position could not by any possibility have contributed to the collision. Now as to the position of the light. The *Ella Sayer* was a vessel 313 feet in length, and therefore was bound to have two lights up—a light at or near the stern, which she had, and a second light "in the forward part of the vessel." This second light she had in the forward shroud of the forerigging 60 or 70 feet abaft the stem. The judge held that this was not in the "forward part" of the vessel within the meaning of the rule. Obviously, the words are ambiguous. They may, the judge pointed out, mean either "forward of the middle length of the vessel," or "as far forward as possible," or in "any spot between just forward of mid-length and the stem." We are not sure that these three alternatives are quite clear, but at any rate the words of the rule are certainly not clear at all. It is difficult to get any guide to what was meant by the framers of the rule. Sometimes, by referring back to the origin and history of a rule, some sort of idea can be got as to what was intended, but this process does not help here. The exact words of the rule, so far as material, are:—"A vessel under 150 feet in length . . . . shall carry forward where it can best be seen . . . a white light . . . A vessel of 150 feet and upwards shall carry in the forward part of the vessel, &c." In the 1884 Regulations the corresponding article (Art. 8) was simply to the effect that a ship at anchor should "carry, where it can best be seen," the white light. The suggestion for the two lights in the case of vessels over a certain size appears to have been made first at the Washington Conference by the British representatives. The first distinction suggested was between vessels under and over 100 feet long, but on the proposition of the German representatives the limit of 150 feet was accepted. The English draft article was, with a little redundant verbiage, and the final Washington article was exactly, as the present rule runs. The suggestion that the word "carry" in the first part of the rule should be altered to "carry forward" was again a German proposal. The words, "carry in the forward part of the vessel," were in the original English draft. These two phrases having, therefore, a different origin, it seems useless to speculate as to whether they were intended to have different meanings. If it had not been so, it might have been assumed that "in the forward part of the vessel," being less definite than "forward," meant rather in the "forward half of the vessel" than in the part of the vessel which is known as "forward." This line of examination affording no clue, one can only fall back, as the Court did,

upon the "object" of the regulation. This the Court stated was probably to give those navigating near good information as to the length of the vessel carrying the lights. Even on this assumption the Court did not, in so many words, lay down any rule where this light must be put, but only that 60 or 70 feet from the stem was not the proper position in a vessel 313 feet long. The suggestion is made that the wording of the rule should be changed. The difficulty, however, of getting any alteration agreed to by all the maritime nations is very great, and there is little chance of the suggestion being carried out until the next entire revision of the Regulations. There need be, however, no difficulty in keeping within the rule if officers will take the necessary trouble. If the light is hoisted on a forestay as close to the stem as it can be, to be at least 20 feet above the hull, there can be no doubt the rule will be complied with.—*December* 29.

REGULATIONS FOR PREVENTING COLLISIONS AT SEA.—ARTICLE 16.

A correspondent, writing from Copenhagen, puts a question as to the meaning of the word "position" in Art. 16 of the Regulations for Preventing Collisions at Sea, and very truly says that it is of great importance to have a correct understanding on the point for the safety of navigation at sea. The second part of Art. 16 is as follows:—"A steam vessel hearing apparently forward of her beam the fog-signal of a vessel the position of which is not ascertained, shall, so far as the circumstances of the case admit, stop her engines and then navigate with caution until danger of collision is over." The question put is whether "position" means simply the direction in which the fog-signal is heard, or whether it means not only this, but the approximate course of the vessel? A third alternative might be suggested. Does "position" mean not only bearing and course, but distance also? It is not easy to give an answer clearly founded on judicial authority. The present regulations came into operation in July 1897, and this second part of Article 16 then appeared for the first time in the rules. Any judicial interpretation of the clause must therefore be looked for in judgments which have been delivered in the last two years. In that time there have been a fair number of cases in which a breach of this regulation has been charged, and the meaning has been much discussed in Court, but, as far as we can see, no clear definition has yet been given of the meaning of "position." From the various judgments, however, it seems a fair inference to draw

that judicial opinion attaches a more definite meaning to "position" than merely bearing. Take one of the earlier cases, "The tug *Rescue v.* the steamship *Trevethick*," in the Admiralty Court, March 3, 1898 (reported in the *Shipping Gazette*, March 4, 1898). The whistle of the *Trevethick* was heard by those on board the *Rescue* ahead. The tug ported, heard the whistle again, and then sighted the light of the steamship, when the tug's engines were reversed. The *Rescue* was found to blame "for not stopping according to the rules, and for porting across the course of the steamship. On June 17, 1898, at the trial of the action, "The *Loch Rannoch v.* the *Dauntless*," Article 16 was relied upon, and both vessels were held to have broken the rule. The vessels were meeting on opposite courses, and nearly ahead of each other. One stopped her engines after hearing a whistle three times, the other did nothing until the vessels were in sight of each other. Both would pretty clearly have been in fault under the old stopping and reversing rule, and the judge so held. He then considered the bearing of Article 16. After stating that "the rule is a very emphatic rule," and quoting the clause, he continued, "It is obvious neither of these vessels could with certainty ascertain the position of the other . . . therefore they were bound respectively to stop." In the case of "The *Moorish Prince v.* the *Bencroy*" (*Shipping Gazette*, April 25, 1899) it was alleged on behalf of the former vessel that on first hearing the whistle of the *Bencroy* about a point on the port bow at a considerable distance, the engines were at once stopped. The defendants attempted to throw doubt on the fact, and alleged a breach of Article 16, but failed. The importance, so far, of the case is that the issue seems to have been whether or not the engines of the *Moorish Prince* were stopped directly the whistle was first heard, as if this were the plain duty under the rule. A similar observation applies to the case of "The *Heathpool v.* the *Ethelhilda*" (*Shipping Gazette*, May 6, 1899), where a charge against the *Heathpool* under the article failed, as the Court held that the engines were stopped as soon as the defendant's ship was first heard. In "The *Petriana v.* the *Pallas*," in the Admiralty Division, May 31, 1899 (*Shipping Gazette*, June 1), the Court held both vessels to blame. The *Petriana* heard the whistle of the *Pallas* several times a little on the starboard bow, but no orders were given to the engine-room until the *Pallas* came in sight. The excuse was put forward that it was necessary to keep steerage way on, but the judge held that the *Petriana* had disobeyed Rule 16, adding, "the case is really too clear." In two judgments delivered on July 24, 1899, the

application of the article was considered (see *Shipping Gazette*, July 27, 1899). In the case of "The *Aislaby v.* the *Rutland*" it was found that the *Aislaby*, going dead slow, first heard the long blast whistle of the *Rutland* a point and a half on the port bow a long way off, that she next heard two short blasts on the same bearing much nearer, but she waited about a minute longer before stopping her engines. In almost any reading of the rule it seems clear that it was not properly obeyed, and the judge held that she had committed a breach of the rule. An observation in the judgment, however, is noticeable, which was to the effect that the judge was not prepared to hold that when the first whistle was heard the *Aislaby* was bound to stop her engines. The reason given was that the *Rutland* was a long way off, and the *Aislaby* was then going as slowly as she possibly could. This appears to show that the judge did not dissent from a submission of the plaintiffs, that the rule did not apply when an approaching vessel was so far off that there was no danger. The other case of the same date is "The *Heron v.* the *Aras*." Both here were found to have disobeyed the rule, but the *Heron* was held to have put her engines ahead when she heard the whistle, and the finding against the *Aras* leaves it in doubt what she did. The next case is "The *Clan Macgregor v.* the *Cathay* (*Shipping Gazette*, Nov. 1, 1899). The *Clan Macgregor* was proceeding east when she heard a whistle about four points on the starboard bow. Her engines were put from slow to full speed ahead for half a minute. This was held to be sufficient to justify her condemnation, in conjunction with the additional fact that, as the vessels were off St. Vincent, the probability was that the *Cathay* was coming down south, and crossing the course of the *Clan Macgregor*. "He ought at once to have stopped his engines in accordance with Rule 16." The *Cathay* was in fact so proceeding. Her case was that she heard a whistle about four points on the port bow for some time on the same bearing, and then broadening for twenty minutes so much that the vessel appeared to be going under the stern of the *Cathay*. The *Cathay* kept her course and speed until the *Clan Macgregor* was sighted, 200 feet off. It was argued that the *Cathay* was right in obeying Article 21, and that she did not disobey Article 16, inasmuch as the position of the *Clan Macgregor* was ascertained. The judge, however, refused to accept this view. "It is clear the captain did not, and could not, properly ascertain the position of the vessel, and was not justified in the least in assuming that the vessel would pass under his stern. To my mind, on hearing that vessel he should have stopped his engines, and navigated with

caution until the danger was over." He accordingly held that the *Cathay* also had broken Article 16. "The *Pontos v.* the *Star of New Zealand*" (*Shipping Gazette*, Nov. 8, 1899) is the last case to which we can refer. It was admitted that the *Pontos* was in fault, and the main question was whether the *Star of New Zealand* had broken Rule 16. The vessel was proceeding down Channel near the Royal Sovereign Lightship when, according to her story, the whistle of the *Pontos* was heard a long way off about two points on the starboard bow; the whistle was afterwards heard gradually getting louder and broader, until the *Pontos* came in sight, when, instead of showing her green light to the green of the *Star of New Zealand*, she was showing her red light and crossing the course of the *Star of New Zealand*. It was strongly contended on behalf of the *Star of New Zealand* that Article 16 did not apply, as there was no danger of collision. The Court, however, held first that there was in fact danger, and secondly that the view of the law was wrong, inasmuch as it would amount to justifying a master in "speculating upon whether or not there was risk of collision, and in acting if he thought there was no risk as if that rule did not exist." The judge then stated that it was a very useful rule, intended to guard against that very class of speculation. He then added that in a thick fog it is notorious that it is impossible to be certain of the precise position of the approaching vessel, and that in itself created a position of danger, "because the course of the other vessel cannot be fixed upon with any certainty." He accordingly held that the *Star of New Zealand* had also broken Article 16. We have cited these cases with very little comment because they none of them have elicited any definition of the word "position," while the decisions are suggestive of the duty which the Article imposes, possibly sufficiently clearly to make the exact meaning of the word immaterial. We think it works out in this way: If in a thick fog a whistle is heard a long way off, and the vessel hearing it is going very slow, it may be possible to excuse not stopping at once, on the ground that the rule has not begun to apply. If subsequently it is heard nearer and its bearing has not so altered that it is manifest that the vessel is passing clear, or if the whistle is for the first time heard only at a moderate distance, the article at once comes into force and must be obeyed without hesitation, because the "position" of the vessel sounding the signal, whether this means bearing and course, or only bearing, or one or other and distance as well, cannot be ascertained with any accuracy, and the rule is strict and allows no speculation. If it ever becomes necessary to decide the exact meaning of position, we think the Court

will hold that it certainly means more than bearing, for this reason: The rule is clearly intended to diminish danger, and to be acted upon when it is not manifest there is no danger. The mere bearing, however accurately ascertained, can convey no information as to whether there is danger or not; therefore position must mean something more. The important fact to ascertain is the approximate course of the approaching vessel, and we think, therefore, that "position" must be taken to refer to course also.—*December* 2.

RECEIPTS.

SIR,—Is there any legal obligation to give a receipt in any ready-money transaction, whether the amount be more or less than £2? If so, what is the procedure to enforce such?

Yours, &c.,
Plymouth, Nov. 4, 1899. SUBSCRIBER.

[Under Section 103 of the Stamp Act, 1891, it is an offence to refuse to give a receipt duly stamped in any case where a receipt would be liable to duty, *i.e.*, over the £2 limit. The penalty is a fine of £10, which, under Section 121, can be sued for and recovered by information in the High Court in England in the name of the Attorney-General for England.]

RULE OF ROAD.—TUG AND TOW.—TRAWLER.

SIR,—The captain of a sailing vessel has requested us to ask your opinion on the following. Is it the duty of a tug having a vessel in tow to give way to a vessel under sail, or *vice versâ*? Also, whether a steam trawler while trawling should give way to a vessel under sail, or *vice versâ*?

Yours, &c.,
Shoreham, Sept. 8, 1899. B.

[A tug is a steam vessel, whether she has a vessel in tow or not, and so is a steam trawler, even if trawling, and each is therefore bound to keep out of the way of a sailing vessel under Article 20. As to steam trawlers, see article, "Regulations for Preventing Collisions at Sea. Steam Trawlers," *Maritime Notes and Queries*, Vol. XII., p. 78.]

SALVAGE.—AWARD NOT MORE THAN £300.—COSTS.

When in a salvage action in the Admiralty Division not more than £300 is awarded, it is a fair assumption that unless some special point is raised—such as a denial of the jurisdiction, a material allegation of misconduct, a dispute as to an agreement, or some other matter requiring careful consideration—the action never ought to have been brought in the High Court at all. County Courts have jurisdiction to decide claims for salvage where either the value of the property salved does not exceed £1,000, or, secondly, where the amount claimed—and this means the amount justly claimed—does not exceed £300. It is a very proper jurisdiction for the County Courts to have, and there are two good reasons why salvors should not be allowed with impunity to bring actions in the High Court which could be tried in the local

Court. First, the expenses of a High Court action must of necessity be higher, and as the defendants in nearly all salvage cases have to pay the costs, it is a hardship upon them to be involved in wholly unnecessary expenses which they cannot avoid. Secondly, it is a hardship on other suitors for the time of the High Court to be occupied with cases which need not be tried there, and for the hearing of their cases to be, as a consequence, delayed. Some judges may be more lenient with the plaintiffs in these unnecessary cases than others, but it is a risky experiment to count upon the High Court judge allowing the time of the Court to be occupied and unnecessary costs incurred in this way without marking his disapprobation. Mr. Justice Bucknill has recently intimated, in the action brought by the owners of the *Trevanion* against the owners of the *Garry*, that he will not encourage the practice, and for this, as well as for other reasons, attention may be drawn to the case. The *Garry*, a small steamship of 973 tons gross register, while on a voyage from Antwerp to Southampton, broke down, her centre furnace giving out when she was about five miles from the Varne, about 4 o'clock on March 27 last. The weather was fine, with nothing worse than a fresh breeze blowing, and there was nothing to have prevented the *Garry* anchoring until a tug could have been got from Dover, which was only about eight miles off. Shortly after the *Garry* broke down, however, the *Trevanion*, a steamship of 2,420 tons gross register, which was proceeding up Channel on a voyage from Odessa to Hamburg, came up and offered to take the *Garry* in tow. Obviously, to accept such assistance was to accept salvage services, and the salving vessel being a large and valuable steamship like the *Trevanion*, the result was to involve the owners of the *Garry* in the probability of a salvage claim of a very different character to the cost of a few miles' towage by a tug. However, after some demur the assistance of the *Trevanion* was accepted and the *Garry* was towed into Dover Roads. On the way the hawsers parted twice, but except for this, which involved just the possibility, but really very slight risk, as the judge held, of fouling the propeller, the service was perfectly easy, the eight-miles' tow being performed in two hours. It seems just the case where the salvors would rely upon and over-estimate the danger, and the owners of the salved vessel would be impressed with the fact that the service was only a short tow, which could have been performed just as well by a tug. The result was that when the plaintiffs brought their action in the Admiralty Division the defendants tendered £200, which was not accepted, and the action

was tried out at, of course, considerable cost. The judge awarded £300—just the County Court limit—and only gave the plaintiffs County Court costs. This means that the owners of the *Trevanion* for the service performed by their valuable steamer get the owner's proportion of £300, and have to pay not only the extra costs which even successful parties always have to pay, but also the difference between their actual costs and costs on the lower County Court scale; while the defendants have to pay not only the award, but their own costs on the High Court scale and the plaintiffs' costs on the lower scale. The result can hardly be satisfactory to either party. The lessons to be drawn from the case seem to be, so far as salvors are concerned, that towage will not be compensated at a high rate simply because it was performed by a valuable steamship, and that if the service is likely to be recompensed by an award not exceeding £300, it is advisable not to take proceedings in the High Court. On the other hand, the case affords a warning to masters against accepting towage services from valuable steamships if they can avoid doing so without incurring undue risk.—*July* 25.

SALVAGE.—MISCONDUCT.

Salvage actions are seldom of much interest except to the parties immediately concerned, namely, to the owners or their underwriters of the one vessel which has to pay the salvage, and the owners, master, and crew of the other, who divide between them the award. Whether an award is large or small is not of much importance to those who own or navigate other vessels, for the simple reason that if the time comes when they are involved in a claim of this description one judgment affords little test of what a subsequent award will be. The circumstances of salvage services vary almost infinitely, and the views of different judges and their nautical advisers may be almost as diverse. The recent case of the *Elise* has, nevertheless, attracted a good deal of general attention, and has formed the subject of a good deal of comment in the press, more or less sensible. The case was really not of much importance, but attention has been drawn to it in such a manner that it may be necessary to add a few remarks to warn salvors against an erroneous opinion of their right to deal with the salved ship without regard to the wishes of her master. The facts of the case can be shortly stated. The *Elise*, a French steamship of about 2,000 tons gross, while on a voyage from Tunis to Dunkirk with a cargo of barley, was off Cape de Gatte, about 150

miles from Gibraltar, when, on the evening of December 6, a fire broke out in the lamp-room under the bridge. The fire was of a somewhat serious character, although it did not extend beyond the midships of the vessel. However, the master and crew got out their three boats and lay by the ship in them. Shortly afterwards the *Northumbria*, an English steamship of about the same size as the *Elise*, came up, attracted by the blaze, and the French crew went on board her. Somehow two of the boats went adrift, and the third was also lost. The *Northumbria* steamed about round the *Elise*, and a few hours after—about 3 o'clock on the morning of December 7—a boat was sent with the chief officer and chief engineer and five men of the *Northumbria* to the *Elise*. They boarded her and set to work to put out the fire. The boat was sent back to the *Northumbria*, and again returned to the *Elise* about 3.30; and about 6 o'clock there was another boat trip, the third engineer and a fireman being sent to help on board the *Elise*. About 8.30 the fire was under control, steam had been got up, and the two vessels proceeded for Gibraltar, and they arrived there about 1 o'clock in the afternoon of the following day. It was alleged by the owners of the *Northumbria* that the *Elise* had been abandoned by her crew, without hope or intention of return; that the vessel was derelict and was saved from destruction, as, if the fire had been allowed time to get further hold, she would soon have become beyond any possibility of being saved. On the other hand, the case of the defendants was that the crew of the *Elise* took to their boats with the intention not of abandoning her, but to wait only until the fire burnt out the woodwork on the bridge-deck; that they asked the master of the *Northumbria* to stand by till morning, when it was their intention to go back to their vessel; that the boats of the *Elise* were wrongfully cast adrift by some of the *Northumbria's* crew, and that the master of the *Northumbria* improperly prevented the crew of the *Elise* from returning to their vessel, though they requested to be taken back from the first time the boat was sent. The last was the most serious allegation, especially as it was admitted that at some time the master of the *Elise* had requested to be taken back with his crew and the master of the *Northumbria* had refused the request. This course the plaintiffs justified by alleging that the request was not made till 7.30 in the morning, when the salvage crew were successfully getting the fire under, and that the master of the *Northumbria* did not consider it proper or prudent then to put the crew of the *Elise* on board their vessel. On these matters, except as to the allegation that the crew of the *Elise* left her with no intention of return-

ing, the Court accepted the statements of the salvors as being correct, and held that the master of the *Northumbria* was "quite right in leaving his crew to complete the operations, looking at the matter from the point of view of seamanship and good sense." This is really the one point of general importance in the case. It may now be proper to point out that the judgment must not be taken as authority that salvors in possession are justified in all cases in refusing to allow any interference by the crew of the vessel. A salvor who puts any obstacle in the way of the master and crew of the salved vessel takes upon himself a grave responsibility. In the case of the *Capella* (Law Reports, 1892, P. 70), a vessel drove ashore, and her crew came or were brought to land; the master went for tug assistance, leaving the rest of the crew to watch. Salvors subsequently put off in a boat, refusing to take the mate and two of the crew with them, and boarded the *Capella*; subsequently they refused to allow the master of the *Capella* on board. Sir Charles Butt held that the conduct of the salvors was "wholly and utterly unjustifiable," dismissed their suit, and ordered them to pay the costs. In the *Marie* (7 P.D., 203), a brig in distress signalled for assistance, and was boarded by the crew of a lugger, who afterwards "insisted in having their own way." The Judge (Cinque Ports) reduced the amount of salvage he would otherwise have given them for acting in a violent and overbearing manner. In the *Yan Yean* (8 P.D., 147), the master and crew of a vessel in distress got on board a steamer standing by. The mate with two of the crew of the steamer afterwards went on board the *Yan Yean*, the mate refusing to take her master back, and Sir James Hannen said that in so doing he was guilty of "very reprehensible misconduct." The action was dismissed with costs, but there was also subsequent misconduct on the part of the salvors. The *Pinnas* (6 Asp., 313) is a case where salvors had performed a valuable service, but then declined to allow servants of the shipowner on board; there salvage was awarded, but the plaintiffs were deprived of costs. In this case Sir James Hannen made an observation which draws just the distinction between such cases and the *Elise*: "I can quite conceive the possibility of such circumstances that would morally excuse a man for saying, 'You must not interfere; it is a critical moment, and if you interfere in the way you propose we shall lose the ship.'" The rule seems to be that, in general, salvors have no right to exclude a master from his ship or obtrude their service further than required. There is just the one exception when the salvors, being in possession, can justify their conduct in refusing to allow the master and crew

interfering before the vessel is in safety, on the ground that such interference would increase the difficulty; but they must prove this. The *Elise* is a case of such an exception, but it must be understood to be the exception. The judge accepted the view of the master of the *Northumbria*, that if the crew of the *Elise*, or a part of the crew, had gone back, a state of confusion ending in disaster might have resulted. He was, therefore, in these particular circumstances, justified. With regard to the result, the judge took, as he said, a very high view of the services rendered, awarding no less than £6,000 out of a value of under £24,000, and giving an unusually large proportion to the master and crew—£1,000 to the master and £2,500 to the rest of the crew.—*April* 17.

SALVAGE.—RIGHT OF RECEIVER OF WRECK TO DETAIN SALVED PROPERTY.

The decision of the Court of Appeal in the case of the *Fulham* is of some importance, not only by reason of the point actually determined—that a Receiver of Wreck has a general power to detain salved property wherever the service has been performed—but because of the possible indirect consequences of the judgment, and further, because of the ruling that the Act of 1894 must be construed without reference to the earlier Acts which it is supposed to have consolidated. The action arose out of circumstances connected with the salvage of the steamship *Fulham* by the tug *Flying Buzzard* in December 1897. The *Fulham* was on a voyage from Sulina to Dunkirk when she ran short of fuel. This fact becoming known at Plymouth, the tug was sent out to her assistance. She met the *Fulham* about twenty miles outside the port and brought her in. Subsequently in the Admiralty Division £900 was awarded for the services so rendered, but the difficulty out of which the case at present in question arose was brought about through certain action taken on behalf of the salvors prior to the commencement of the Admiralty proceedings. At the request of the master of the tug, the Receiver of Wreck detained the *Fulham* for four days before the salvage writ was issued. This the owners of the *Fulham* considered an illegal proceeding, and brought an action against the Receiver, claiming damages on the ground—at least this was the one persisted in—that the Receiver had no jurisdiction in the circumstances to so detain the vessel. The jurisdiction, if any, of the Receiver was derived from the provisions of Article 552 of the Act, which is to the effect that "Where salvage is due to any

person under this Act . . . the Receiver shall detain the vessel . . . until payment is made for salvage, or process is issued for the arrest or detention thereof by some competent Court." The whole point turned upon the words, "due under this Act." The plaintiffs' contention was that this referred to salvage made payable under the earlier Sections 544 to 546, which is salvage payable for saving life and salvage of property when the vessel is wrecked, stranded, or in distress "on or near the coasts of the United Kingdom." The defendant's contention was that the phrase included all salvage payable by decree of any Court having jurisdiction under the Act to award salvage. This would cover an award by the High Court, which includes the Admiralty Division, the jurisdiction of which is directly preserved by Section 565. In the Admiralty Division the judge, though expressing the opinion that the question was not free from doubt, appears to have been against the plaintiffs on all three points upon which their contention depended. He held, indeed, that "near the coasts" did not cover a place twenty miles off, but that as part of the service was rendered within the three-mile limit, and as moreover there was life salvage, even if "salvage due" in Section 552 referred only to salvage of the kind referred to in the earlier sections, the words covered the case, and thus gave the Receiver the jurisdiction claimed for him in the particular case. But besides this he held that the phrase had not this limited meaning, but was used as a general expression covering any salvage awarded by a Court recognised by the Act, and he accordingly dismissed the action. The Court of Appeal has now confirmed this decision. The subsidiary points, whether there was life salvage, and what is the real meaning of "on or near the coasts," were not dealt with, but the Court seems to have been clearly of the opinion that the effect of Section 552 is not limited to cases under Sections 544 to 546, but that in every case of salvage to life or property, wherever rendered, jurisdiction is given to the Receiver, if the ship is within his district, to detain her until payment or process is issued for the arrest by some competent Court. As one of the Lords Justices pointed out, this decision leads to a somewhat strong result. The jurisdiction is not one which may, but is one which must, be exercised. The words are, the Receiver "shall" detain if the salvage is due. It is not clear how the Receiver, without any personal knowledge of the circumstances, is to know whether salvage is due or not. It rather appears that the Receiver may in some cases be placed in a somewhat awkward position. A salvage claim may be made which is strongly disputed, and the

Receiver may himself have no means of judging whether it is a valid claim or not—in fact, may have nothing before him upon which to found an opinion—but apparently he must come to a decision, and must act upon it. It may be questioned whether the Legislature intended any such result. As we have already said, an incidental ruling of the Court is also of considerable importance. The Act is a consolidating statute; that is to say, it is supposed to define what is the law under the earlier statutes. Different phraseology is often, and probably of necessity, used, and it certainly has been customary, where the interpretation of the 1894 Act is not clear, to attempt to extract the meaning by examining the corresponding sections of the earlier Acts. This, it appears, is no longer to be done. The Act of 1894 is alone to be looked at, for otherwise, it is said, the Legislature, by passing a consolidating Act, would only give suitors and the Courts the trouble of having to interpret an additional Act. The reason may be appreciated as of weight, but we doubt its sufficiency, and we are inclined to think that the old Acts will still on occasion be referred to, and will have to be considered.—*June* 13.

SEAMEN.—PERSUADING THEM NOT TO SIGN ON.

The recent decisions of the magistrate at the West Ham Police Court upon the summonses taken out against a local secretary of the Sailors' Union will probably be considered not entirely satisfactory by either shipowners or the Union. On the whole, however, the Union may be considered to have received fairly clear intimation that there is a limit to the interference permitted by law with seamen about to sign on. The facts of the case were stated by the magistrate to be clear, although the stories told for the prosecution and for the defence differed on some points. But at all events the material facts were not in much dispute. The steamship *Oakmore* arrived in port on September 7, and proceeded to the Victoria Docks. When the crew were paid off, the names of some who were willing to sail in the ship again were taken. On September 13, the day before the *Oakmore* was to sail on her new voyage, these men, or some of them, were on board, and, according to the London superintendent of the line, expressed their willingness to sign articles on board at the same rate of pay, but were afraid to do so at the shipping office, and arrangements were accordingly made for the shipping master to attend for the purpose of signing them on. On September 14, according to the evidence of the same gentleman, a number of men were on board,

including, it was stated, some of those who had promised to sign on. A secretary of the Sailors' Union also went on board, but was requested to leave, and did so. The defendant also was on board talking to the men, and, it was alleged, advising them not to sign on at the old rates. He was asked what he was doing, and said he wanted to sign on as an A.B. The superintendent, however, knew him to be a local secretary of the Union, and ordered him ashore; he refused to go, but on the dock constable being sent for thought better of it and left. The story told by the defendant was that he would have signed on if he could have got the Union rate of wages, and that he had no intention of persuading any man not to sign, and indeed said nothing about wages. The magistrate seems, however, to have considered it clear that the defendant went on board as secretary of the Union to "stiffen the seamen's backs" and to "persuade" them to stand out for higher wages. In these circumstances the question was whether the defendant had broken the law or not. There were three summonses against him for breach of separate statutory regulations. The first was for a breach of Section 236 of the Merchant Shipping Act, 1894. This is to the effect that "if a person by any means whatever persuades or attempts to persuade a seaman or apprentice to neglect or refuse to join or proceed to sea in or to desert from his ship, or otherwise to absent himself from his duty, he shall for each offence in respect of each seaman or apprentice be liable to a fine not exceeding £10." This summons the magistrate dismissed, on the ground that the section did not cover the case. The reason for the decision is, unfortunately, not quite clear. From the remarks which fell from the Court in the course of the argument, it would appear that the fact that there was no binding agreement, inasmuch as the articles were not signed, was considered to take the case out of the section. If so, it is open to some doubt if the decision can be reconciled with the principle of the Scotch judgment in "Thompson *v.* Hart" in 1890 (18 Sess. Ca., 4th Series, Just. Cas. 3), where the section was held to apply in the case of a storekeeper who had been verbally engaged to serve in port and for the next voyage; or of the judgment in "Austin *v.* Olsen" (1868, L.R. 3, Q.B. 208), where it was held that the offence might be committed even though the formalities requisite for the engagement of the seamen have not been complied with. The ground of the decision, however, rather appears to be, from the final words of the magistrate, that the defendant's action did not amount to persuading the men from doing their duty. This again is ambiguous. It may either mean that in the opinion of the Court the

defendant did not attempt to persuade the seamen not to fulfil their verbal promise, or that the verbal promise was not binding, and therefore that the seamen had no duty to join. The former reason seems hardly reconcilable with the finding of the Court; the latter seems at least dubious in view of the cases cited. The second summons, based on Section 218 of the Act, charged the defendant with remaining on board after being requested to leave. This was also dismissed, and we think rightly. The section certainly appears only to apply to the time before the seamen leave the ship at the end of a voyage, and not to the subsequent time before a fresh voyage has begun. The third summons charged the defendant with watching or besetting the ship contrary to the Conspiracy and Protection of Property Act, 1875. This was successful, as the magistrate held that, although the defendant had a right to persuade men outside a ship, he has no right to go on board to prevent men signing on. Accordingly he inflicted a fine of £5. It is at least some comfort to know that the owner of a ship has some power of objecting to interference on board his own vessel, and it must also be a satisfaction to seamen who want to join a ship to be assured that they may sign on on board the vessel, where this practice is permitted, without being subjected to unwelcome outside influences.—*September* 26.

SHIPBUILDING CONTRACT.—DEADWEIGHT.

In the recent case of the "Bristol Steam Navigation Company *v.* A. and J. Inglis," which was heard in the Outer House of the Court of Session a few days ago, a difficult and important question was raised as to the meaning of the stipulation in a shipbuilding contract that the vessel should carry at specified draughts so many "tons deadweight." The use of the term "deadweight," without the explanatory words "of cargo," has led to misunderstandings before now, but the disputes have generally been as to whether bunker coals and stores were to be considered as included or not in the guaranteed tonnage capacity. In this case the dispute was of a more complicated character, but still so analogous that the difficulty would probably not have led to litigation if the explanatory words "of cargo" had been added. The facts of the case were somewhat intricate, but the material circumstances, as admitted or proved to the satisfaction of the Court, were as follows:—The plaintiffs required a steel screw steamship for employment more particularly on short voyages between ports in the Bristol Channel and Germany, and entered into a contract with the defendants that the

latter should build them the required vessel. A particular stipulation of the contract was that the vessel should "carry 1,750 tons deadweight, including bunkers, on 17 feet mean draught of water," and "1,100 tons deadweight, including bunkers, on 13 feet mean draught of water." The vessel, called the *Pluto*, was duly built and launched, and the dispute then arose as to whether this stipulation had been carried into effect or not. The plaintiffs paid the agreed price for the vessel, but brought their action to recover damages for breach of contract, it being alleged by them that the vessel could not carry the stipulated deadweight at the particular stated draughts. There was a good deal of dispute upon the facts, which it is unnecessary to discuss. It is sufficient to state that at the trial the judge held that at 17 feet the *Pluto* could carry a weight of about 1,798 tons, but to do this would be obliged to have in her tanks 169 tons of water ballast, leaving only 1,629 tons as her carrying capacity for cargo. The question then arose as to what was meant by the "deadweight" carrying capacity. If it meant simply the capacity to carry the stated weight, there was, so far, no breach of the contract, as 1,798 tons was 48 tons above the stipulation; but if it meant weight of cargo, the vessel was 121 tons short of her guaranteed capacity. With regard to the 13 feet draught the Court held that in any case her capacity was 30 to 40 tons less than the 1,100 tons, while if the necessary water ballast was to be excluded the deficiency was about 200 tons. On this finding there was admittedly a breach of the second part of the guarantee, but the extent depended on the same question—whether "deadweight" meant deadweight of "cargo" or not. The plaintiffs contended that deadweight referred to cargo only; the defendants that water ballast was to be included. There was a great deal of force in the plaintiffs' argument that the cargo-carrying power was the only thing in which they were interested, and that therefore what they contracted for was a carrying capacity for cargo. On the other hand, the argument of the defendants was perfectly sound, that the contract must be construed according to the natural meaning of the words, and that to add the phrase "of cargo" after the word "deadweight" would be going beyond the province of construction. We have frequently pointed out that the intention of one of the parties to a contract is of very little materiality when it comes to a question of construing a contract. The question is not what one may have had the intention to contract, but what the two parties really did contract. To put it in another way, the Court has to determine what is the fair meaning to be attached to the words which the parties

have used in their contract? In this case the simple question was what did "deadweight" mean? In the end the judge held that there was no sufficient ground for construing the word as meaning nothing but the weight of cargo, and as excluding the weight of the water ballast. On the whole, we think the decision is right. If "deadweight of cargo" had been meant, it would have been perfectly easy to have said so; it is a common enough phrase, and the omission of the words "of cargo" can hardly be looked upon as meaningless. Of course, "deadweight" might have a recognised technical meaning, and this might be "deadweight of cargo," but in this case there seems to have been no averment or evidence to this purport. The effect of the judgment appears to be that an agreement that a vessel shall be able to carry a certain number of tons deadweight means that, properly equipped, she is to have that lifting power. If this is not what parties mean they must explain themselves in more precise terms.—*April* 13.

SAFE PORT.

SIR,—We have chartered a steamer (1,5000 d. w. on about 15½ feet) on time charter, charterers having the right to send her to any "safe port." Now they have ordered her to load at Castro (close to Castro Urdiales), which we understand is not a "port" at all, but an open "place" in the Bay of Biscay, extremely dangerous, especially in winter, and with the slightest wind steamers have to put out to sea. The British Consul at Castro Urdiales, in a report he kindly gave to the Scandinavian Consul at Bilbao, says, "At Castro steamers are loaded in the open Bay of Biscay from loading piers or cantilevers." In short, charterers might just as well ask us to go and load alongside Brighton Pier, and we maintain it is not a "safe port"—firstly, because it is not a port at all, and secondly because it is not safe. However, it is your opinion we require, and it will probably help us to avoid a lawsuit.

Yours, &c.,

Dec. 1, 1899. OWNERS.

[We are afraid our own opinion would not be of much service. Whether the place is a safe port is a question which, in case of dispute, can only be decided by the jury. The question of safety is one of fact. It has, however, been laid down by the Court of Queen's Bench that "ports" does not mean only what are "technically called" ports, but "all places to which ships may be accustomed to resort." ("Harrower *v.* Hutchison," *Law Reports*, 4 Q.B., 523.)]

SALE C.I.F.

SIR,—I supplied merchandise to a buyer abroad, the goods being sold on c.i.f terms—insurance against all risks. My buyer now sends a claim under 3 per cent the franchise limit. It is plain I cannot recover from the underwriter. Has the buyer any claim on me? I have always understood that my contract ended by handing him the documents, providing these documents were made out in accordance with contract, and that any loss not recoverable under the policy had to be borne by the buyer or receiver.

Yours, &c.,

LINGUIST.

[We should say that the interpretation given by "Linguist" to the contract c.i.f. is perfectly correct.]

SALVAGE.

SIR,—A few days ago signals of distress were observed from the lighthouse, and our lifeboat was accordingly launched. About 11 P.M. we came up to the vessel in

distress, which proved to be dismasted—the foremast gone—drifting fast towards shore. We spoke the ship and found she was making no water. At 1 A.M. I took a cast of the lead, and found 2½ fathoms of water. I thought the vessel was far enough into the bay, and ordered the captain to let go his anchor; found the ship holding her own, and at daylight I asked if I should go for a tug boat. The captain asked if I would come back to them, and I told them to hoist the flag if I should be wanted. At 10.30 A.M. a coasting boat came up and took the vessel in, the tug being too late. During the night a fresh gale was blowing, with a high sea. I wish to know if we have any claim? Say ship and cargo value £1,500, what would be our portion, if any? Some time back I had your advice respecting another vessel, and had our portion as you said.

Yours, &c.,
Sept. 20, 1899. INQUIRER.

[The material questions are whether or not the advice to anchor was useful to the master, whether the lifeboat was sent for the tug, and whether the lifeboat standing by during the night was of service. If either of these questions is answered in the affirmative, salvage would be due to the crew of the lifeboat; the amount would hardly be large, but we cannot, without knowing more of the facts, hazard an opinion as to how much the remuneration should be.]

SALVAGE.

SIR,—A schooner was lying in harbour at night with both anchors down, the weather being very rough. A ketch lying close by dragged her anchor and drifted across the bows of the schooner, doing some trifling damage. A tug rendered assistance to the ketch, but did not render any to the schooner. It is presumed the ketch has acknowledged liability, but I am desirous of ascertaining whether any liability whatever attaches to the schooner, or can any claim be made by the tug against the schooner? The schooner did not ask for, and did not receive, any services whatever from the tug, though a claim has been made against the schooner by the tug.

Yours, &c.,
Oct. 5, 1899. MASTER.

[Of course, if no service was rendered to the schooner no liability attaches to her. It may, however, be difficult to prove this. If the tug towed the ketch free of the schooner, we should say service was rendered to the schooner, and that payment is due to the tug by the owners of the schooner. If the ketch was to blame for drifting on to her, the owners of the ketch would have to repay the amount to the owners of the schooner.]

SALVAGE.—NO CURE NO PAY.

SIR,—1. In marine salvage contracts please state in detail the definition of the phrase, "No cure no pay." 2. If a person contracts on this basis to salve ship and cargo, or cargo only, at an agreed percentage, and through his delay in operations a quantity of cargo is washed away and/or sanded up, has he a claim for the portion he salved? 3. On same basis, if a contractor abandons the contract when there is still a quantity of cargo and ship's fittings fairly handy for recovering, has the contractor a legal claim for the portion he has salved? 4. In the event of contractors quarrelling among themselves, thereby ceasing operations, and consequently no prospect of work resuming, thus necessitating cancellation of contract (according to conditions agreed upon), and a fresh contract is made with other parties at an enhanced remuneration owing to the greater difficulty in salving the balance of cargo, can the difference between the first contractors' percentage and that of the second contractors be charged against the first for their breach of contract by not carrying it out energetically?

Yours, &c.,
Sept. 21, 1899. QUERIST.

[1. The meaning of the phrase is that if the services rendered are not successful, no remuneration is earned. The phrase is not susceptible of definition in detail, as obviously it is loose and ambiguous (see article, "Salvage no Benefit," *Maritime Notes and Queries*, Vol. X., p. 102). The details must depend upon the special conditions, if any. Those of Lloyd's standard form may have been adopted, or a special form may have been drawn up. In our correspondent's case there were conditions

which are mentioned, and without knowing what they were we cannot satisfactorily answer questions 2, 3, and 4. The contract must be construed as a whole, as conditions which may not be directly in point may yet have a considerable bearing on the cases put. All we can say is that (2 and 3), apart from special agreement, if the salvor has contracted for a percentage payment on all salvage, his right to payment on the quantity salved is not affected by the fact that through his delay, or through abandoning his contract, some other part of the cargo has not been salved. There is just a possibility that a counter-claim against him might be successful, but such a result is very unlikely. (4) If there has been, as our correspondent assumes, a breach of the contract by the salving contractor, he would be liable in damages. It is difficult to see how the amount of these could be proved, but it seems clear that the difference between the two percentages is not at all the measure of the damages, though it might form some sort of guide in assessing them. The initial difficulty would be to prove that the contract had been broken.]

SEA-GOING VESSEL.

SIR,—Would you please inform me, through the medium of your columns, if a tug-boat towing vessels down this river to sea could be properly termed a sea-going vessel?

Yours, &c.,

Middlesbrough-on-Tees, March 6, 1899. J. C. GILCHRIST.

[The question is not sufficiently definite to be answered. The circumstances in reference to which the term "sea-going vessel" is used should have been stated. If the reference is to the Merchant Shipping Act we may point out that in "Salt Union *v.* Wood" (1893, 1 Q.B. 370) it was decided that a ship is not a "sea-going" ship within the meaning of what is now Part II. of the Act of 1894, unless she not only can, but does go to sea.]

SHARPNESS AND (OR) CARDIFF.

SIR,—At request of my owner I enclose two bills of lading and charter-party of this voyage from Odessa, with cargo of oak timber, &c. Kindly give me your opinion if the merchants of the said cargo have the right to discharge all of the cargo at Sharpness.

Yours, &c.,

Sharpness, Nov. 21, 1899. MASTER.

[The vessel was chartered to proceed to "a safe port" in the Bristol Channel, Sharpness and Cardiff to count as one port, and freight was payable at a certain sum "to a port in the Bristol Channel," and the same sum "to Sharpness and Cardiff." Orders were to be given on signing bills of lading. By one bill of lading cargo was to be delivered at "Sharpness," and by another at "Sharpness and (or) Cardiff." It seems clear that the vessel could be ordered to Sharpness, and that the merchants had the right to have their cargo delivered there.]

SHIP.

SIR,—Will you inform me whether a schooner, barque, or steamer can correctly be termed "ship," or is this term only applicable for a full-rigged vessel?

Yours, &c.,

Goole, May 1, 1899. E. COATES.

[Generally a "ship" is any floating vessel larger than a boat used for passing over the sea. In the Merchant Shipping Act, 1894, "ship" "includes every description of vessel used in navigation not propelled by oars."]

SHORT DELIVERY.—CARGO UNSHIPPED.

SIR,—My steamer loaded a cargo of wood in a Baltic port. After she was loaded, and I had signed bill of lading for a full and complete cargo, a gale sprang up, preventing me from leaving the port; and, after being detained for about a week,

I was informed by the pilot-master that in consequence of the bad weather the bar had silted up, and that it would not be safe for me to proceed with my steamer across the bar without first discharging 80 standards of my cargo. I did so, and proceeded to my destination, having first noted the usual protest. The receiver of the cargo has informed me that he intends to deduct from my freight the value of the 80 standards short shipped and the freight for these 80 standards. Please inform me if I can hold the underwriters of the cargo liable for the loss, or if the whole loss falls on the owner of the steamer in this case.

Yours, &c.,
CAPTAIN RUBICON.

[The underwriters on the cargo seem clearly not liable, for the simple reason that the cargo has not been lost. If the deduction from the freight was justified, it was so on the ground that there was a breach of the contract by the shipowner—a breach for which the shipowner would be liable.]

SIGNALS FOR PILOT AND TUG.

SIR,—I should feel obliged if you will give your opinion as regards signals required to be shown at night when requiring a pilot or a tug to come out. I was bound to Yarmouth with a cargo of coal, and the Yarmouth beachmen put off and tug came out. Both want to claim compensation, £10 and £7. 10s. I was close to Yarmouth Harbour, say Yarmouth Roadstead. The signal I did show was a flare before the fore rigging, dipping same constantly, the whole time not occupying more than three minutes. I brought up with my anchor, it being fine weather, and half an hour after a tug took me in tow and towed me into Yarmouth, I expected for the usual towage, but they now require £7. 10*s*. Regular towage one guinea.

Yours, &c.,
November 20, 1899. MASTER.

[The proper night signals for a pilot are either (1) a blue light every fifteen minutes, or (2) a bright white light flashed or shown at short or frequent intervals just above the bulwarks for about a minute at a time. There is no statutory signal for a tug. The use of ambiguous signals when a tug is required is an old grievance. (See *Maritime Notes and Queries*, Vol. XII., p. 91.)]

STAMP.—BOTTOMRY BOND.

SIR,—A bottomry bond, executed abroad, to be collected in this country. Is it necessary to have it stamped to make it valid, and, if so, the value of the stamp? An answer through your columns will oblige. Yours, &c.,
Newcastle-on-Tyne. SUBSCRIBERS.

[We believe it is still undecided whether the bond should be stamped, or whether it comes within the general exemptions as an instrument for the disposition by way of mortgage or otherwise of a ship.]

TALLY INCORRECT.—LIABILITY.

SIR,—Can owners make officers pay for any cargo that they have tallied in and tallied out that turns out short, when the tallying is done in unreasonable hours—namely, say twelve hours at a stretch, then a stop of a couple of hours, and then work again for another seven or eight? Yours, &c.,
May 30, 1899. LEX.

[Each officer may be individually responsible for the consequences of his own negligence, but this seems to be the extent of his liability. If the tallying was to be done by a single officer it is difficult to see how the mistake can in the circumstance be considered negligence, and if by several officers it is equally difficult to see how the negligence can be brought home to any one of them]

TIME CHARTER.—CALENDAR MONTH.

SIR,—Herewith we beg to enclose copy of time charter on which our steamship *Eleanor* was fixed for three calendar months, commencing about December 28, 1898. As a matter of fact, she only started at 9 A.M. on January 7, 1899, and finished at 2 P.M. on May 18, having thus, in accordance with subsequent agreement in regard to extended time, run for 4 months 11 days and 5 hours. What we wish to know is, whether or not the 11 days and 5 hours should be paid for *pro rata* on the basis of 30 days per month, or on 365 days to the year. Your opinion on the point through the medium of your valuable paper will oblige.

Yours, &c.,

Swansea, June 27, 1899. HARRIES BROS. & Co.

[The difficulty arises from the use of the phrase calendar month for periods of time comprising portions of different calendar months. Strictly, a calendar month must be one of the months named in the calendar. However, this is not what the parties meant. In the present case the three calendar months were intended to run from January 7 to February 7, March 7, and April 7, the next month would be to May 7, and the next to June 7. A portion only of this last month was used, and the point seems to resolve itself into the question—What was the length of the so-called calendar month, of which only a portion has been used? As May 7 to June 7 is in fact 31 days, the answer seems to be that in the circumstance the particular proportion of 31 days is to be paid for. We do not know that the point has ever been decided in a court of law, but we think this is the way it would have to be decided, unless it were clearly proved that by custom a different meaning was given to the stipulation.]

TIME CHARTER.—EXTRAORDINARY EQUIPMENT.

SIR,—My ship is on time charter, usual form, and engaged in the Swinemunde coal trade. Coal charter provides for despatch money, and, in order to obtain the most possible of this, such extraordinary arrangements with extra derricks are made that it requires about 800 fathoms of rope to discharge steamer. Out of this 400 fathoms only last two cargoes. Should not all this rope be for account of time charterer, and not for ship? According to charter, owners "pay and provide for the necessary equipment for the proper and efficient working of the steamer," but charterers pay "all other charges and expenses whatsoever."

Yours, &c.,

Rotterdam, April 23, 1899. CONSTANT READER.

[We think that all the owners have to provide under the clause cited is necessary equipment in ordinary circumstances, and that the charterers should provide or pay for all material required for extraordinary arrangements.]

TUG AND TOW.

SIR,—Your valuable opinion on the following matter will be highly esteemed. I am master of a lighter which is frequently towed from one port to another on the East Coast. Have I not the power to give the tug orders as to the navigation of the vessels, or am I subject to the orders of the tug-master? I wish to be clear on the point, in case of accident by stranding or collision during the voyage.

Yours, &c.,

London, Feb. 16, 1899. MASTER MARINER.

[In the ordinary contract of towage the rule is that the tug must obey the orders of the ship in tow (see the *Julia*, Lushington's Reports, 224; the *Isca*, 12 P.D. 34; the *Niobe*, 13 P.D. 55, &c.). As pointed out, however, in the *Quickstep* (15 P.D. 196), particularly where a tug is towing barges, the navigation is often in the hands of the master of the tug. We should say that when a lighter is being towed, if she is a sea-going vessel and in charge of an experienced man, a master mariner, as in our correspondent's case, and no special agreement to the contrary has been made, the tug would be bound to obey orders from the tow.]

TUG AND TOW.—NAVIGATION.

SIR,—Will you inform me through your paper if a steamer meeting a tow on her starboard side crossing is to give way, and if so, by what article of the Rule of the Road? As so many have different ideas on this point, would you kindly enlighten me? Yours, &c.,

Hull, March 20, 1899. DOUBTFUL.

[A tug with a vessel in tow is a steam vessel within the Regulations, and when crossing the course of another steam vessel under way the vessels are within Article 19 of the Regulations. Whichever has the other on her own starboard side must keep out of the way. If, however, the encumbered state of the tug prevents her manœuvring, the other steam vessel would be bound to take whatever steps were necessary to avoid collision.]

UNITED STATES DUTIES.—TRANSHIPPING COALS.

A point of some little interest to steamship owners engaged in the Atlantic trade has lately been raised by the Cunard Company. The *Catalonia*, it appears, arrived at Boston with a certain amount of coal, which had not been consumed in the course of the voyage. It had not, indeed, been intended for consumption, but had been put on board to stiffen the ship, and to add to her stability, at a period of the year when she might reasonably expect to encounter rough weather. When the vessel reached the other side of the Atlantic it was found necessary, for some reason or other, to delay her return voyage. Some of the coal was therefore transferred to the company's barges, and placed on other of their steamers in the port. The Customs authorities at Boston did not approve of the proceeding. Of course if the coal had been landed there is no doubt it would have been liable to duty, but though it was not actually put ashore the Customs authorities were not to be beaten. They contended that the transhipment of the coal was an "unloading" sufficient to defeat the claim of the steamship company that it was exempt from taxation. There seems to be no doubt that if the coal on board the *Catalonia* had never left her there could have been no cause of complaint. The American law clearly lays it down that the master of any vessel propelled by steam which arrives at a United States port may retain all the coal she has on board at the time of her arrival, and that she may proceed with such coal to a foreign port without being required to land it or pay duty thereon. But in the opinion of the American judiciary the case is different if the coal once leaves the ship, even to be conveyed by water to another steamer belonging to the same owners in the same port. Such a transhipment is, it is held, a landing within the meaning of the statute, which was designed to prevent frauds upon the revenue. There was, however, another standpoint from which the question

could be approached. The American law provides for the exemption of the sea stores of a vessel from duty. Indeed, it is expressly laid down that sea stores and the "legitimate equipment" of vessels belonging to regular lines plying between foreign ports and the United States delayed in port from any cause may be transferred, under the supervision of the Customs' officers, from one vessel to another of the same owner, without payment of duties. The coal on the *Catalonia* was certainly transferred under the supervision of Customs' officers, and she was a vessel whose sailing had been delayed. How then, apart from the point as to "unloading," do the American Courts justify the imposition of a duty? They put their finger on a section of the statutes which says that where the quantities of sea stores in the manifest appear to the collector to be excessive, he may, in his discretion, estimate the amount of the duty on such excess. Therefore, say the judges, if coal used merely as ballast in the bunkers of a steamer can be considered as sea stores within the ordinary meaning of the word—and that is not their opinion—the effect of the collector's decision was to hold that these stores were not reasonable, but excessive, and his judgment on such a point is final and conclusive. It would certainly seem open to question whether coal is not part and parcel of the "legitimate equipment" of a steamship, even if it does not come under the ordinary definition of sea stores. On that aspect of the question the decision does not seem to be wholly free from doubt, but this is, of course, rendered of less importance by the finding that the mere unloading of the coal is sufficient to take it out of the operation of the free list. The motive for such legislation is, of course, obvious. The argument would be that if a steamship requires coal in an American port she ought not to be permitted to get anything but the native product, or foreign coal which has paid the import duty of 67 cents per ton of 28 bushels. Happily, in this country we are not hedged about with restrictions which prevent a man from taking an article out of his right-hand pocket and putting it into his left-hand pocket—for that is the case in which the Cunard Company find themselves. As to the effects of the American law as now laid down, it is quite possible that they may be a little unfortunate at a time when we hear a good deal about under-ballasting. If a steamer which takes out a certain amount of coal as ballast finds that she must pay duty upon it, even if vessels of her own line are at the same port and in need of it, then her owners will be inclined to limit as far as possible the quantity which she carries for stiffening purposes.—*July* 8.

WORKMEN'S COMPENSATION ACT.—SHIP IN DOCK.

The general question whether a ship in dock is a factory within the meaning of the Workmen's Compensation Act of last year has been before the inferior Courts several times, with varying results, and was raised but not decided in the Court of Appeal in the *Manitoba* case. It is some satisfaction, therefore, to find that the matter has now been decided by a superior Court, although as it is a Scotch Court the judgment is not actually binding upon the English tribunals. The point arises in a peculiar way, and owing to the clumsy drafting of the Act. Under Section 7 the Act is to apply only to employment by the "undertakers" "on or in or about," amongst other things, a "factory." "Undertakers" include "occupiers" of a factory, and factory includes a dock. For the interpretation of the word "factory" reference is made to the Factory and Workshops Act, 1895. Section 23 of the Act enacts that certain enumerated provisions of the earlier Factory Acts should have effect as if any dock, wharf, quay and warehouse, and, so far as relates to the process of loading and unloading therefrom or thereto, all machinery or plant used in that process, were included in the word "factory." The argument has been put forward on behalf of claimants under the Act that employment on a ship in a dock or alongside a wharf is employment in a "factory"; that the owners of such ship are occupiers of a "factory"; or, shortly, that such ship is a "factory" within the meaning of the Act. The question was raised very shortly after the Act came into operation, in the Southwark County Court, in "Brockwell *v.* France and Co." A stevedore was working in a barge, unloading bales into a steamship belonging to the defendants, which was lying alongside a quay, when he was knocked down by a bale and his collar-bone broken. He brought an action against his employers to recover compensation, but judgment was given against him, the County Court Judge holding that the applicant was not working "in, on or about" a factory within the meaning of the Act. In the *Manitoba* case, in the Bow County Court, the judge apparently took a different view of the scope of the Act. The ship had been lying alongside the quay, when some labourers on board employed in unloading her were injured and killed by the explosion of a case of cartridges which was being raised from the hold. The question whether the ship was a dock or factory was raised and argued, and the judge decided the action in favour of the claimants. The case went to appeal, and the Court of Appeal affirmed the judgment.

The judgment of the Court of Appeal, however, was clearly based, not on a holding that the ship came within the Act, but that inasmuch as the unloading was being performed by the use of the dock cranes, the employment was in or about machinery used in the process of unloading, and therefore within the meaning of the Act. The opinion, however, of the Bow County Court judge was shown by a later case which came before him—"Fish *v.* The Peninsular and Oriental Steam Navigation Company." There a labourer had been unloading cargo into a barge from on board the steamship *Arabia*, then lying in the Royal Albert Dock, when he was injured, and claimed compensation against the company which owned the *Arabia*. The judge, in deciding in favour of the claimant, said that he saw no reason for changing his opinion as to a ship being included in a dock, and he expressly held that the barge in question was a "factory for the purposes of the Act." A few days ago two cases came before the Liverpool County Court. A labourer, while engaged on a staging slung over the side of the Warren steamer *Kansas* in the West Alexandra Dock, fell into the water and was drowned. In the claim brought by the father for compensation, the judge held that "dock" in Section 23 of the Factories and Workshops Act, 1895, did not include a ship floating therein, and that the owners of the *Kansas* were not, in the circumstances, "occupiers" of a factory or "undertakers" within Section 7 of the Workmen's Compensation Act. In the second case a rigger at work on the *Lake Huron*, in the Canada Dock, lost a thumb through it being jammed in the gang-doors. He claimed under the Act, but unsuccessfully, the judge holding, as in the other case, that the ship was not a "factory." This will be sufficient to show the divergence of opinion on the general question. The judgment of a Superior Court which we have mentioned is the decision of the Court of Session in the *Strathavon*, "Peters *v.* Aberdeen Steam Trawling and Fishing Company." The *Strathavon* was lying in the Harbour of Aberdeen, and her cargo was being unloaded by means of a steam winch fixed on the vessel. The husband of the plaintiff was engaged working the winch when his foot got accidentally caught in the machinery, and he received injuries from which he died. The Sheriff awarded the widow compensation under the Act, but on appeal the Court of Session held that the deceased was not engaged in an employment to which the Act applied, and remitted the case to the Sheriff to dismiss the claim. The Court seems to have adopted the common-sense plan of construing the definition in the Factories Act with reference to the general application of the

Act, and the view taken by the Court was that the Act had in view things on land; the section of the Act "spoke from the land," to cite the expressive phrase used. The Court pointed out that in the history of legislation ships had been the subject of a special chapter of legislation, and were too special a subject for casual treatment. The argument that dock included ships in a dock was considered "entirely untenable." It is an important and, as far as we can see, a convincing judgment. It does not at all clash with the judgment of the Court of Appeal in the *Manitoba* case. Indeed, that judgment is cited as showing the true confines of the Act. An accident on board a ship may be within the Act, not because the ship, being in dock or alongside a quay, is within the Act, but because, if the case is so, the employment is in connection with quay—that is land—machinery. The ship as such is no more within the purview of the Act than she would be if at sea.—*March* 29.

WORKMEN'S COMPENSATION ACT.—SHIP IN DOCK.

The question whether a workman employed on a ship which is lying in a dock is employed on, in, or about a dock, within the meaning of the Workmen's Compensation Act, has been "looming in the distance for some time," to use the expression of Lord Justice A. L. Smith. In other words, it was inevitable that before long the question would come before, and would have to be decided by, the Court of Appeal. It has now fortunately come within the actual vision of the Court in the case of "Flowers *v.* Chambers," and the Court has promptly answered the question in the negative. The result, although not by any means certain, was foreshadowed by the expressed opinion of the Scotch Court of Session in the case of the *Strathavon*, to which we recently drew attention. That judgment, of course, is not of authority in England, and it is therefore of material interest that an end should be put to the recent uncertainty, due to divergent County Court decisions, by a formal decision of the Superior Court—the Court of Appeal. In the County Courts the question has not only been raised, but has been decided several times. In a case in the Southwark County Court, "Brockwell *v.* France and Co.," and in two cases in the Liverpool County Court, in which the owners of the *Kansas* and the *Lake Huron* respectively were the defendants, it was held that the fact of the ship being in a dock did not bring the owners under liability within the Act. On the other hand, in the Bow County Court, in two cases—the *Manitoba* and the *Arabia*—the judge held

that a ship in dock must be held to be a factory within the meaning of the Act. It may be as well to again explain how the difficulty arises. The Act applies (Section 7) to employment by the "undertakers" "on or in or about," amongst other places, a "factory." Factory is defined as having the same meaning as in the Factory and Workshop Acts, 1878 to 1891, and is also made to include "any dock . . . to which any provision of the Factory Acts is applied by the Factory and Workshops Act, 1895." In the same section "undertakers" is defined as meaning, amongst other persons, the "occupier" of a "factory within the meaning of the Factory and Workshop Acts, 1878 to 1895." Section 23 of the Factory and Workshops Act, 1895, then becomes material, as under it "factory" is made to include every "dock, wharf, quay and warehouse, and, so far as relates to the process of loading and unloading therefrom or thereto, all machinery and plant used in that process." Out of this maze the scope of the Act of 1897 had to be gathered, and it had to be determined whether, with a ship using a dock, and a dock being a factory, the owner of the ship is an occupier of a factory within the meaning of the Act, and whether employment on or in or about a factory includes employment on or in or about a ship in a dock—factory including a dock. Opinion in the County Courts being so completely in discord, it is rather surprising that the question has not before now been set at rest on appeal to the Court of Appeal. In fact, one of the cases (the *Manitoba*) was appealed, but the Court of Appeal affirmed the judgment in favour of the plaintiffs, but on a different ground. The vessel was being unloaded when the accident happened by means of dock cranes, and the case was therefore held to come within the Act, on the ground that the employment was in or about "machinery," which was included under the second part of the clause we have quoted from Section 23 of the Factory and Workshops Act, 1895. In Flowers *v.* Chambers" the injured workman was being employed in unloading refuse from a ship in dock into a barge alongside, and the operation was being performed entirely by manual labour, no machinery being used. The judge of the Bow County Court made an award in favour of the workman, and the employer appealed. It was fairly clear that in this case the expected question would at last have to be decided, as the case could not go off on the machinery point. As we have already stated, the Court has decided against the workman's claim. The view expressed in the leading judgment was that, if the Legislature had intended to bring ships within the purview of the Act, it could easily have done so by putting the word "ship" in the list of

words included in the definition of factory in Section 7 of the Act. The Legislature had not done so; it had put "dock," but the Court declined to hold that a ship was a dock. Conjecture upon the proper construction of the Act is a difficult matter, but on this point we should certainly have been surprised if the decision of the Court of Appeal had been to a contrary effect.—*May* 13.

WRECK.—DUTY TO MARK OR LIGHT.—THE "SNARK."

In the recent case of "The Owners of the *Vesta v.* the Owners of the *Snark*," an important question of law was decided in the Admiralty Division with regard to the liability of the owner of a sunken vessel to mark and light her. The dumb barge *Snark* was sunk by collision in Limehouse Reach, and her owners thereupon made an arrangement with an "underwaterman"—which appears to mean a man whose business it is to raise submerged wreckage—to lift the *Snark* for an agreed sum, the owners providing a barge to work with. Some time afterwards, and while the underwaterman was commencing to work at the wreck to the extent that he had found her and had the marking barge moored by her, the *Vesta*, coming up the river, ran over the *Snark* and sustained considerable damage. The accident took place at night, and it was alleged on behalf of the *Vesta* that the marking barge, which had the authorised wreck lights up, was in an improper and misleading position. On behalf of the defendants it was alleged that the marking barge was in a perfectly proper position, and that, whether or not, they were not liable, as they had put the wreck and the business of raising her in the hands of an independent contractor, and they were not responsible for his neglect, and in the circumstances had no personal duty in the matter of marking and lighting the wreck. The question of fact was first fought, and this was decided last term in favour of the plaintiffs, the Court holding that the mark boat had been allowed to get into a position at some distance from the wreck, and that the *Vesta*, when she ran on the *Snark*, was passing at a safe and proper distance from the warning lights. It then became necessary to decide whether the defendants could substantiate their defence in law. The point—not by any means a simple one—was fully argued last term. The reserved judgment has now been delivered, and it is a clear decision against the owners of the sunken barge. The duty of the owners of a submerged wreck to mark or light the same has been considered in the courts of law a good many times, but it is very

difficult to draw any clear explanation as to the duty from the decisions. Quite at the beginning of this century Lord Ellenborough laid down the rule (in "Harmond *v.* Pearson," Campbell's Reports, 515) that it was a "peremptory law of navigation" that when any substance is sunk in a navigable river, so as to create danger, a buoy shall be placed over it for the safety of the public, and the owners of a barge sunk in the Thames were held liable for damage caused in consequence of the barge not being buoyed. About forty years afterwards, however, a considerable and very fair limitation was placed on the "law," to the effect that the "duty of using reasonable skill and care for the safety of other vessels is incident," not to the ownership, but "to the possession and control of the vessel," and it was judicially stated that this possession and control might be transferred, relinquished, or abandoned ("Brown *v.* Mallett," 5 C.B., 599). This seems to have been considered, and indeed, apparently, is now accepted as defining the duty; but the questions were so far open as to what was possession and control, and how it could be relinquished or abandoned. The comparatively recent case of the *Douglas* (7 P.D., 151) threw little if any light on the matter. There a vessel had been sunk in the Thames; the accident had been duly reported to the harbour-master, who had undertaken to send down promptly to mark the vessel. There was, apparently, some delay about this, and another vessel ran on the *Douglas*, and proceedings were taken against her owners for the damage. It was held in the Court of Appeal that the owners were not liable, partly at least on the ground that the owners had abandoned the control of the wreck, but chiefly because the Court considered that the whole duty of the owners was fulfilled by their giving notice of the wreck to the proper authorities. Later on, in 1893, came the case of the *Utopia*, where a vessel had sunk in Gibraltar Bay, and, not being properly lighted, was run over by another ship, which received damage thereby. The port authorities had undertaken the lighting, and the case was therefore very similar to the *Douglas*. In the case of the *Snark* both parties seem to have relied on the *Utopia*, which may be considered the leading authority, inasmuch as it is a decision of the Privy Council. The most important statement in the judgment was to the effect that the owner of a ship sunk, "if he abandon the possession and control of her," has not any responsibility to protect other vessels from coming into collision with her; but "so long as and as far as possession, management, and control of the wreck be not abandoned or properly transferred, there remains on the owners an

obligation in regard to the protection of other vessels from receiving injury from her." In one sense the owner of a vessel sunk cannot be said to have control of the same, but this evidently is not the meaning to be attached to the phrase, or no owner of a wreck would ever be responsible for guarding her. Thus, being "temporarily forced away" from the vessel is not an abandonment. The owner is still considered to have control, and in the *Snark* case it had to be decided whether he had transferred the possession and control within the meaning of the accepted rule. The Court held that merely employing another person to raise the wreck was not such a transfer, and the owner still had to perform his duty to the public. The effect of the judgment seems to be that if the duty to light or mark is taken over by a proper authority, the owners have no longer any responsibility in this respect, though otherwise they may continue to have possession and control of the wreck itself, in the sense we have explained; while, on the other hand, they cannot, while keeping such possession and control of the wreck, delegate to a contractor the duties belonging to their position.—*January* 31. [The judgment has been affirmed by the Court of Appeal, January 26, 1900.]

WATERFORD HARBOUR.

SIR,— Will you kindly inform me whether it is lawful for the authorities at Passage to charge anchorage dues on vessels trading to New Ross? At Passage a boat comes alongside the vessel and a demand is made for payment. I have asked the authorities to show me an Act under which they make their claim, but they have not done so. I shall also be glad if you can inform me whether they have also the power to charge vessels which may be compelled through stress of weather to run into Passage and anchor; also if any claim for harbour lights or buoyage; also, if bound to Waterford, are anchorage charges lawful? Yours, &c.,

Swansea. J. W.

[As there are several places called Passage, it would have been more satisfactory, and would have saved a good deal of trouble, if our correspondent had stated to which Passage he was referring. We presume, however, the Passage near Waterford is meant. If so, the questions are decidedly difficult to answer. Passage is in the estuary into which run the Suir, on which lies Waterford, and the Barrow, on which lies New Ross. At various times, and for various purposes, this estuary has been declared to belong to the port of New Ross and also to the port of Waterford. There have been a number of local Acts of Parliament giving power to the two port authorities to levy dues, and although since the Act 9 and 10 Vict., chapter 292, this estuary appears to form part of the harbour of Waterford, and not of New Ross, it is very difficult to understand what dues are leviable on a vessel bringing up in the estuary. As far as we can see, a vessel which is bound either to Waterford or to New Ross, if she loads or unloads any cargo in this estuary, is liable to pay some dues in addition to rates she would have to pay on proceeding to Waterford or New Ross. These dues may be scheduled under the head of anchorage or buoyage dues. Also foreign trade vessels entering the estuary for orders, or landing or receiving mails or passengers, and foreign trade vessels running to Passage in distress, may be required to pay some dues if over 250 tons. We are answering these questions with great hesita-

tion, for the Acts are very involved. Reference should be made to the following Acts in particular: 56 Geo. III., c. 64; 9 and 10 Vict., c. 292; 24 and 25 Vict., c. 140; 31 and 32 Vict., c. 96; 35 and 36 Vict., c. 156; 37 and 38 Vict., c. 116.]

YACHT.—ARTICLES.

SIR,—Would you kindly inform me, through your *Shipping Gazette*, if owner of a yacht, signing himself as captain, is compelled to place a copy of ship's articles, signed for Mediterranean cruising, in a prominent position for all the crew to see? And is there any penalty for not doing so? Yours, &c.,

April 9, 1899. SAILING MASTER.

[Section 120 of the Merchant Shipping Act, 1894, contains the provision requiring a copy of the agreement to be posted up in some part of the ship which is accessible to the crew. This section is in Part II. of the Act, and under Section 262 certain provisions of Part II. of the Act are not to apply to pleasure yachts; these provisions are such as relate (among other matters) to "agreements with the crew." Apparently, therefore, Section 120 does not apply to pleasure yachts. Section 262 is not quite clear, but this seems to be its effect. Section 262 is intended to reproduce Section 18 of the Merchant Shipping Act, 1862, under which pleasure yachts were expressly excluded from being subject to Section 166 of the Merchant Shipping Act, 1854, the section which is now reproduced as Section 120 in the present Act of 1894. Under the law before 1894, therefore, it is clear the agreement need not be posted in a pleasure yacht, and the Act of 1894 is presumably to the same effect.]

APPENDIX.

LOAD-LINE REGULATIONS.

MERCHANT SHIPPING.—PREVENTION OF ACCIDENTS.—LOAD LINE.

REGULATIONS, DATED JANUARY 12, 1899, MADE BY THE BOARD OF TRADE, UNDER THE MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 60).

At the Council Chamber, Whitehall, this 12th day of January, 1899.

PRESENT: The Right Honourable Charles T. Ritchie, M.P.

In pursuance of the provisions of the Merchant Shipping Act, 1894, the Board of Trade do hereby repeal the Regulations made by them, dated the 22nd June, 1896, and in lieu thereof the Board of Trade do hereby make the Regulations hereto annexed, and direct that the same shall come into effect from the date of this minute.

CHAS. T. RITCHIE, *President.*

MERCHANT SHIPPING ACT, 1894.

1. The circular disc prescribed by section 438 of the Merchant Shipping Act, 1894, shall be 12 inches in diameter with a horizontal line 18 inches in length and drawn through its centre. The disc shall be marked amidships on each side of the ship, the position of its centre being placed at such level as is specified in the Board of Trade certificate of approval.

2. The lines to be used in connection with the disc in order to indicate the maximum load-line under different circumstances and at different seasons shall be horizontal lines, 9 inches in length and 1 inch in thickness, extending from and at right angles to a vertical line marked 21 inches forward of the centre of the disc.

The maximum load-lines in fresh water shall be marked abaft such vertica line, and the maximum load-lines in salt water shall be marked forward of such vertical line, as shown in the diagrams hereinafter mentioned.

3. Such maximum load-lines shall be as follows, and the upper edge of such lines shall respectively indicate:—

For Fresh Water.—The maximum depth to which the vessel can be loaded in fresh water.

For Indian Summer.—The maximum depth to which the vessel can be loaded for voyages during the fine season in the Indian seas, between the limits of Suez and Singapore.

For Summer.—The maximum depth to which the vessel can be loaded for voyages (other than Indian summer voyages) from European and

Mediterranean ports between the months of April and September, both inclusive, and as to voyages in other parts of the world (other than Indian summer voyages) the maximum depth to which the vessel can be loaded during the corresponding or recognised summer months.

For Winter.—The maximum depth to which the vessel can be loaded for voyages (other than Indian summer voyages and summer voyages) from European and Mediterranean ports between the months of October and March, both inclusive, and as to voyages in other parts of the world the maximum depth to which the vessel can be loaded during the corresponding or recognised winter months.

For Winter (North Atlantic).—The maximum depth to which the vessel can be loaded for voyages to or from the Mediterranean, or any European port from or to ports in British North America, or Eastern ports in the United States, North of Cape Hatteras, between the months of October and March, both inclusive.

Such maximum load-lines shall be distinguished by initial letters conspicuously marked opposite such horizontal lines as aforesaid, such initial letters being as follows:—

F.W.—Fresh water.
I.S.—Indian summer.
S.—Summer.
W.—Winter.
W.N.A.—Winter, North Atlantic.

4. The upper edge of the horizontal line passing through the centre of the disc shall always indicate the maximum summer load-line in salt water. The relative positions of the upper edges of the other lines to be used in connection with the disc, with the upper edge of the line passing through the centre of the disc (the maximum summer load-line), will be indicated in the certificate of approval.

5. Part V. of the Merchant Shipping Act, 1894, shall have effect as if the maximum load-line applicable to a particular voyage were drawn through the centre of the disc.

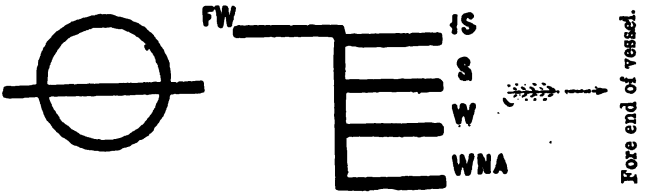
6. Steamships shall be marked on both sides with such of the horizontal lines as aforesaid as are applicable to the nature of their employment, and sailing ships shall be marked on both sides with such of the above-mentioned lines, in addition to the horizontal line passing through the centre of the disc, as indicate the maximum load-line for fresh water and for North Atlantic winter; but sailing ships engaged solely in the coasting trade shall only be marked, in addition to the horizontal line passing through the centre of the disc, with the line indicating the maximum load-line in fresh water.

7. The said disc and the said maximum load-lines in connection therewith shall be painted white or yellow on a dark ground, or black on a light ground, and the position of the disc and of each of the lines shall in the case of iron and steel vessels be permanently marked by centre punch marks, and shall in the case of wooden vessels be sunk for their breadths into the planking a depth of not less than one quarter of an inch.

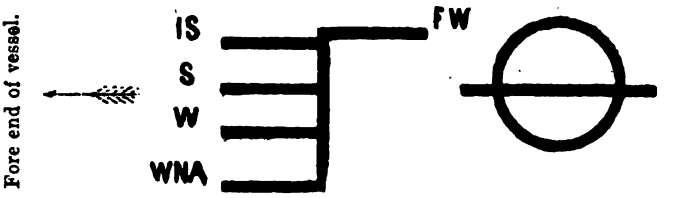
8. The position of the disc and the horizontal line passing through its centre, as also the lines to be used in connection with the disc, are shown in the following diagrams:—

1. Steamships.

Starboard Side.

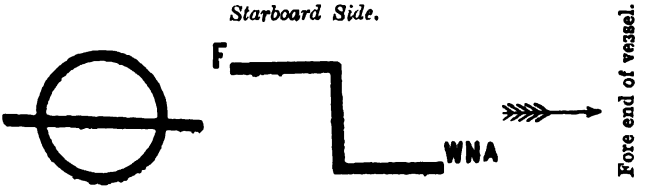


Port Side.

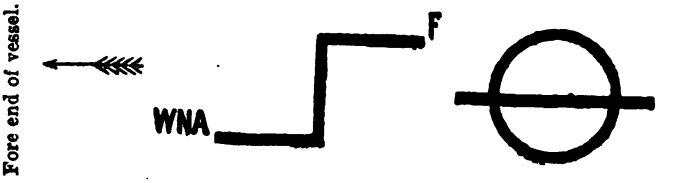


2. Sailing Ships.

Starboard Side.

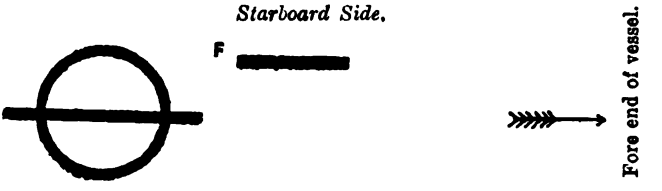


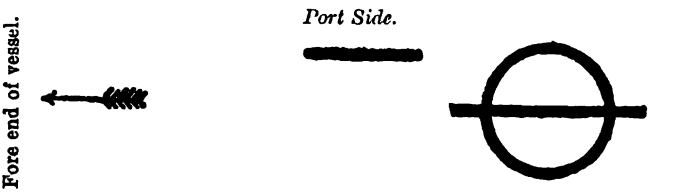
Port Side.



3. Sailing Ships engaged in the Coasting Trade.

Starboard Side.





The arrow (➠——→) points in the direction of the vessel's head.*

9. Application for a certificate of approval of the position of the disc and of the lines to be used in connection therewith or any alteration thereof shall be made by one of the registered owners of the ship or by the builder of the ship. Every application shall be made in the form marked L.L. 1 in the schedule hereto.

10. With respect to certificates of approval, and their duration, the following rules shall prevail :—

(*a*) As regards all ships classed in Lloyd's Register or by any other corporation or association for the survey or registry of shipping approved by the Board of Trade, the certificate of approval shall cease to have effect when the class of the ship is changed or withdrawn. Such certificate shall be in the form L.L. 2 or L.L. 3 in the schedule hereto according as the ship is a steamship or sailing ship.

(*b*) As regards unclassed iron and steel steamships, the certificate of approval will be granted for the period mentioned therein, and upon the expiration of such period the certificate shall cease to have effect. The certificate shall be in the form L.L. 2B in the schedule hereto.

(*c*) As regards unclassed wooden ships which have been opened out for survey, and unclassed iron and steel sailing ships, the certificate will be granted for a fixed time varying with the age and condition of the ship, and at the expiration of such period it shall cease to have effect. Such certificate shall be in the form L.L. 3A in the schedule hereto.

(*d*) As regards unclassed wooden ships which have not been opened out for survey, no limit of time will be imposed in the certificate, which shall be in the form L.L. 3B in the schedule hereto.

(*e*) As regards all vessels having deck erections in respect of which deductions have been made for freeboard, if any change tending to invalidate the right to such deductions is made in the structural condition of the deck erections, the certificate of approval shall thereby cease to have effect.

11. Every certificate of approval shall be issued in duplicate: one part shall be delivered to the applicant, and the other part shall be forthwith sent to the Assistant Secretary, Marine Department, Board of Trade.

12. On a certificate of approval ceasing to have effect, application shall at once be made by the registered managing owner of the ship for the granting of a new certificate of approval, and the old certificate shall be delivered up to the Board of Trade, who shall cancel the same. In default of a certificate, which has ceased to have effect, being handed in for cancellation, it shall be competent for an officer of the Board of Trade to notify any Collector of Customs

* We are indebted to the courtesy of the Controller of Her Majesty's Stationery Office for the reproduction of the above diagrams.

that such certificate is no longer valid, and for any Collector, on receiving such notice, to refuse clearance to the vessel in question.

13. The master of every British ship shall, before she leaves any dock, wharf, port, or harbour in the United Kingdom, Her Majesty's possessions, or any foreign country, for the purpose of proceeding to sea, enter in the official log all the particulars stated in the certificate so issued as aforesaid, if not previously entered.

14. The managing owner or master shall forthwith, on the delivery to him or his agent of any such certificate as aforesaid, cause the same to be framed and put up in some conspicuous part of the ship, so as to be visible to all persons on board the same, and shall cause it to be continued so put up so long as such certificate remains in force and such ship is in use.

15. For the purpose of these regulations the expression "amidships" shall mean the middle of the length of the load water line as measured from the fore side of the stem to the aft side of the stern post.

Dated this 12th day of January, 1899.

SCHEDULE.

Form L.L. 1.

Application for Certificate of Approval of the Position of the Centre of the Disc and of the Lines to be used in connection therewith under the provisions of the Merchant Shipping Act, 1894.

Application is hereby made to for a certificate of approval of the position (or alteration of the position) of the centre of the disc and of the lines to be used in connection therewith on the (steam ship) (sailing ship) Official No. . (The vessel is classed in) (is not classed).

The vessel is (is not) intended to be employed in the Indian Ocean.

The vessel is (is not) intended to be employed in the North Atlantic trade.

No previous application has been made either by the builder or the owner for a certificate of approval of the position (or alteration of the position) of the centre of the disc on this vessel to this or any other authority appointed in accordance with section 443 of the Merchant Shipping Act, 1894 (except in respect of a previous certificate dated which has expired or ceased to have effect).

Dated this day of 18 .

Registered Owner,
[Builder].

Form L.L. 2.

Certificate of Approval of the Position (Alteration of the Position) of the Centre of the Disc and of the Lines to be used in connection therewith, on the Steamship " ," Official No. , in pursuance of the Merchant Shipping Act, 1894.

The [ ]
[ ].

The Board of Trade have approved of the position [or alteration of the

position] of the centre of the disc and of the lines to be used in connection therewith on the steamship " ," Official No. , and hereby certify—

(*a*) That the centre of such disc is placed at feet inches below the deck line marked under the provisions of the Merchant Shipping Act, 1894.

(*b*) That the position of the lines to be used in connection with the disc shall be as follows:—

Maximum Load-line in Fresh Water.—The upper edge of this line is feet inches above the upper edge of the horizontal line passing through the centre of the disc.

Maximum Load-line in Indian Summer.—The upper edge of this line is feet inches above the upper edge of the horizontal line passing through the centre of the disc.

Maximum Load-line in Summer.—The upper edge of this line is on the same level as the upper edge of the horizontal line passing through the centre of the disc.

Maximum Load-line in Winter.—The upper edge of this line is feet inches below the upper edge of the horizontal line passing through the centre of the disc.

Maximum Load-line in North Atlantic Winter.—The upper edge of this line is feet inches below the upper edge of the horizontal line passing through the centre of the disc.

This certificate is to remain in force only so long as the vessel remains in her present class, provided that no change has taken place in the structural condition of those deck erections in respect of which deductions have been made for freeboard.

Dated this day of , 18 .

An Assistant Secretary to the said Board.

Note.—In accordance with the regulations made by the Board of Trade the disc and lines must be permanently marked by centre punch-marks or cutting, and the particulars given in this certificate are to be entered in the official log. The certificate must also be framed and put up in some conspicuous part of the ship.

If and so soon as the class of the ship is either changed or withdrawn, or if and so soon as any change is made in the structural condition of the deck erections above mentioned, this certificate will be cancelled and must be delivered to the Board of Trade for that purpose, and the owner must then apply for a new certificate.

The *summer freeboard* applies to voyages from European and Mediterranean ports, from April to September inclusive. In other parts of the world this freeboard should be used during the corresponding or recognised summer months.

The *freeboard for Indian summer* applies to voyages in the fine season in the Indian seas between the limits of Suez and Singapore.

The *freeboard for winter, North Atlantic trades*, applies to vessels sailing to, or from, the Mediterranean, or any British or European port, and which may sail to, or from, or call at, ports in British North America, or eastern ports in the United States, north of Cape Hatteras, from October to March inclusive.

FORM L.L. 2B.

CERTIFICATE of APPROVAL of the POSITION [Alteration of the Position] of the CENTRE of the DISC, and of the LINES to be used in connection therewith on the Steamship " ," Official No. , in pursuance of the Merchant Shipping Act, 1894.

The [ ]
[ ].

The Board of Trade have approved of the position [or alteration of the position] of the centre of the disc, and of the lines to be used in connection therewith on the steamship " ," Official No. , and hereby certify—

(*a*) That the centre of such disc is placed at feet inches below the deck line marked under the provisions of the Merchant Shipping Act, 1894;

(*b*) That the position of the lines to be used in connection with the disc shall be as follows:—

Maximum Load-line in Fresh Water.—The upper edge of this line is feet inches above the upper edge of the horizontal line passing through the centre of the disc.

Maximum Load-line in Indian Summer.—The upper edge of this line is feet inches above the upper edge of the horizontal line passing through the centre of the disc.

Maximum Load-line in Summer.—The upper edge of this line is on the same level as the upper edge of the horizontal line passing through the centre of the disc.

Maximum Load-line in Winter.—The upper edge of this line is feet inches below the upper edge of the horizontal line passing through the centre of the disc.

Maximum Load-line in North Atlantic Winter.—The upper edge of this line is feet inches below the upper edge of the horizontal line passing through the centre of the disc.

This certificate is to remain in force until the day of 18 .

Dated this day of , 18 .

An Assistant Secretary to the said Board.

Note.—In accordance with the regulations made by the Board of Trade the disc and lines must be permanently marked by centre punch-marks or cutting, and the particulars given in this certificate are to be entered in the official log. The certificate must also be framed and put up in some conspicuous part of the ship.

On the day of , 189 , or if and so soon as any change is made in the structural condition of those deck erections, in respect of which deductions have been made for freeboard, this certificate will cease to have effect, and it must be delivered to the Board of Trade to be cancelled, and the owner must then apply for a new certificate.

The *summer freeboard* applies to voyages from European and Mediterranean ports, from April to September inclusive. In other parts of the world this

freeboard should be used during the corresponding or recognised summer months.

The *freeboard for Indian summer* applies to voyages in the fine season in the Indian seas between the limits of Suez and Singapore.

The *freeboard for winter, North Atlantic trades*, applies to vessels sailing to, or from, the Mediterranean, or any British or European port, and which may sail to, or from, or call at, ports in British North America, or eastern ports in the United States, north of Cape Hatteras, from October to March inclusive.

FORM L.L. 3.

CERTIFICATE of APPROVAL of the POSITION [Alteration of the Position] of the CENTRE of the DISC, and of the LINES to be used in connection therewith on the Sailing Ship " ," Official No. , in pursuance of the Merchant Shipping Act, 1894.

The [ ]
[ ].

The Board of Trade have approved of the position [or alteration of the position] of the centre of the disc, and of the lines to be used in connection therewith on the sailing ship " ," Official No. , and do hereby certify—

(*a*) That the centre of such disc is placed at feet inches below the deck line marked under the provisions of the Merchant Shipping Act, 1894;

(*b*) That the position of the lines to be used in connection with the disc shall be as follows:—

Maximum Load-line in Fresh Water.—The upper edge of this line is feet inches above the upper edge of the horizontal line passing through the centre of the disc.

Maximum Load-line in Winter, North Atlantic.—The upper edge of this line is feet inches below the upper edge of the horizontal line passing through the centre of the disc.

This certificate is to remain in force only so long as the vessel remains in her present class, provided that no change has taken place in the structural condition of those deck erections in respect of which deductions have been made for freeboard.

Dated this day of , 18 .

An Assistant Secretary to the said Board.

Note.—In accordance with the regulations made by the Board of Trade, the disc and lines must be permanently marked by centre punch-marks or cutting, and the particulars given in this certificate are to be entered in the official log. This certificate must also be framed and put up in some conspicuous part of the ship.

If and so soon as the class of the ship is either changed or withdrawn, or if and so soon as any change is made in the structural condition of the deck erections above-mentioned, this certificate will be cancelled, and must be delivered to the Board of Trade for that purpose, and the owner must then apply for a new certificate.

The *freeboard for winter, North Atlantic trades*, applies to vessels sailing to, or from, the Mediterranean, or any British or European port, and which may sail to, or from, or call at, ports in British North America, or eastern ports in the United States, north of Cape Hatteras, from October to March inclusive.

FORM L.L. 3A.

CERTIFICATE of APPROVAL of the POSITION (Alteration of the Position) of the CENTRE of the DISC, and of the LINES to be used in connection therewith on the Sailing Ship, " ," Official No. , in pursuance of the Merchant Shipping Act, 1894.

The [ ]
[ ].

The Board of Trade have approved of the position [or alteration of the position] of the centre of the disc, and of the lines to be used in connection therewith on the sailing ship, " ," Official No. , and hereby certify—

(*a*) That the centre of such disc is placed at feet inches below the deck line marked under the provisions of the Merchant Shipping Act, 1894.

(*b*) That the position of the lines to be used in connection with the disc shall be as follows:—

Maximum Load-line in Fresh Water.—The upper edge of this line is feet inches above the upper edge of the horizontal line passing through the centre of the disc.

Maximum Load-line in Winter, North Atlantic.—The upper edge of this line is feet inches below the upper edge of the horizontal line passing the centre of the disc.

This certificate is to remain in force until the day of 18 .

Dated this day of 189 .

An Assistant Secretary to the said Board.

Note.—In accordance with the regulations made by the Board of Trade, the disc and lines must be permanently marked by centre punch-marks or cutting, and the particulars given in this certificate are to be entered in the official log. This certificate must also be framed and put up in some conspicuous part of the ship.

On the day of , 189 , or if and so soon as any change is made in the structural condition of those deck erections in respect of which deductions have been made for freeboard, this certificate will cease to have effect, and it must be delivered to the Board of Trade to be cancelled, and the owner must then apply for a new certificate.

The *freeboard for winter, North Atlantic trades*, applies to vessels sailing to, or from, the Mediterranean, or any British or European port, and which may sail to, or from, or call at, ports in British North America, or eastern ports in the United States, north of Cape Hatteras, from October to March inclusive.

FORM L.L. 3B.

CERTIFICATE of APPROVAL of the POSITION (Alteration of the Position) of the CENTRE of the DISC, and of the LINES to be used in connection therewith on the Sailing Ship " ," Official No. , in pursuance of the Merchant Shipping Act, 1894.

The [ ]
[ ].

The Board of Trade have approved of the position [or alteration of the position] of the centre of the disc, and of the lines to be used in connection therewith, on the sailing ship " ," Official No. , and hereby certify—

(*a*) That the centre of such disc is placed at feet inches below the deckline marked under the provisions of the Merchant Shipping Act, 1894;

(*b*) That the position of the lines to be used in connection with the disc shall be as follows:—

Maximum Load-line in Fresh Water.—The upper edge of this line is feet inches above the upper edge of the horizontal line passing through the centre of the disc.

Maximum Load-line in Winter, North Atlantic.—The upper edge of this line is feet inches below the upper edge of the horizontal line passing through the centre of the disc.

Dated this day of , 189 .

An Assistant Secretary to the said Board.

Note.—In accordance with the regulations made by the Board of Trade, the isc and lines must be permanently marked by centre punch-marks or cutting, and the particulars given in this certificate are to be entered in the official log. The certificate must also be framed and put up in some conspicuous part of the ship.

If and so soon as any change is made in the structural condition of those deck erections, in respect of which deductions have been made for freeboard, his certificate will be cancelled, and must be delivered to the Board of Trade for that purpose, and the owner must then apply for a new certificate.

The *freeboard for winter, North Atlantic trades*, applies to vessels sailing to, or from, the Mediterranean, or any British or European port, and which may sail to, or from, or call at, ports in British North America, or eastern ports in he United States, north of Cape Hatteras, from October to March inclusive.

"BOY SAILORS'" REGULATIONS.

SCALE AND REGULATIONS ISSUED BY THE ADMIRALTY AND BOARD OF TRADE UNDER THE MERCHANT SHIPPING (MERCANTILE MARINE FUND) ACT, 1898, FOR THE GRANT OF MONEY ALLOWANCES TO SHIPOWNERS IN RESPECT OF "BOY SAILORS."

I. An allowance equal to 20 per cent. of the Light Dues paid in any one year in respect of any one vessel will be granted at the end of each financial year (during which the vessel must have been not less than nine months with

Articles of Agreement running) to the then owner of that vessel, provided it carries on each voyage "Boy Sailors" according to the following scale:—

Under 500 tons net	1 boy,
500 and under 1,000 tons net	2 boys,
1,000 and under 2,000 tons net	3 boys,

and an additional boy for every 1,000 tons or portion of 1,000 tons net.

Note.—Any vessel, no matter what its tonnage, carrying six Boy Sailors shall be entitled to the maximum allowance of 20 per cent. of the Light Dues paid.

II. The owner of a vessel who has employed a smaller number of boys than that required by the scale for a vessel of its tonnage will be granted an allowance as if the vessel had been of the maximum tonnage of vessels for which that number of boys is assigned in the scale: *e.g.* if a vessel of 1,050 tons carries two boys, the owner will receive an allowance calculated as if her tonnage was 999 tons; and when a boy's period of service commences or terminates otherwise than at the commencement or termination of a financial year, a proportionate allowance may, if the Board of Trade are satisfied as to the circumstances, be granted in respect of such period.

III. In order that the allowance may be obtained, each "Boy Sailor" must—

(1) Be a British subject (not being a Lascar), able to speak and understand English;

(2) Be enrolled in a Special Class of the Naval Reserve, to be called the "Probationer" Class, and undertake to join the "Seaman" Class Reserve under the Reserve Volunteer Force Act, 1859 (22 and 23 Vict., c. 40), as soon as qualified;

(3) Be over 15 and under 18 years of age at time of first enrolment;

(4) Be a deck hand.

N.B.—No allowance will be granted in respect of any paying apprentices or midshipmen carried with a view to being trained to become certificated officers, nor in respect of boys carried as Mess-Room Stewards either in the Engineers' or Stewards' Department. This is not, however, to be understood as directed against the advancement of any boy sailor to any rank for which he may qualify himself.

IV. A boy will not be medically examined prior to enrolment unless he appears to the Superintendent of a Mercantile Marine Office to be undersized as regards both height and chest measurement, or to be weakly and apparently unfit for sea life.

Note.—The cost of the examination will be paid out of voted monies.

V. Boys enrolled in this Special Class will not be liable to be "called out." They will not be called upon to attend drill until they have passed into the 'Seaman" Class Reserve, and will not be paid retainers or receive uniform.

Note.—Probationers will be eligible for advancement to the "Seaman" Class when they reach the age of 18 years, provided they have followed a seafaring life for two years.

The advantages offered are as follows:—

(1) Each man enrolled in the "Seaman" Class will receive £3. 5*s.* a year as a retainer, two suits of clothes during his five years' engagement, and whilst on drill 2*s.* 9*d.* a day, drill pay and allowances.

(2) As soon as he has performed 28 days' drill, he will, if favourably reported upon, be allowed to commence six months' naval training, upon the satisfactory completion of which he will be advanced to the "Qualified Seaman" Class at the age of 20, provided he has passed the necessary examinations.

(3) He will then receive £6 a year as a retainer, a suit of clothes every five years, and whilst on drill 3s. 1d. a day, drill pay and allowances. He will also, provided he undergoes a further period of six months' naval training, and subject to the due performance of his duties as a member of the Reserve, be granted a Deferred Pension Certificate on completing his last term of drill, which will entitle him to a pension of £12 a year at the age of 60, or previously if incapacitated.

VI. No allowance will be granted in respect of any "Boy Sailor" over 19 years of age, or for a longer period than three years from the date of the first enrolment of such "Boy Sailor."

Note.—Every boy will, on enrolment as a "Boy Sailor," receive an enrolment book, R.V. 2, giving his name, description, &c., and providing space for a record of his employment.

This book the boy will produce to the Superintendent of a Mercantile Marine Office on every engagement and discharge, in order that the required entries may be made.

VII. The Superintendent of every Mercantile Marine Office shall keep a register of boys applying to go to sea as "Boy Sailors," and such registers will be open to inspection by Shipowners and Masters desirous of engaging boys in respect of whom money allowances will be granted under section 6 of the Merchant Shipping (Mercantile Marine Fund) Act, 1898.

Note.—Large posters stating the advantages of the Reserve will be exhibited at once in all the Mercantile Marine Offices and throughout seaport towns; and if the supply of boys is not sufficient, arrangements will be made with the Post Office and School Authorities to exhibit similar posters.

Smaller bills will also be distributed.

VIII. Any Probationer may be dismissed from the Reserve for—

(*a*) Neglect or omission to make the regular appearances before some Registrar, and for misconduct when appearing before a Registrar on business connected with the Reserve.

(*b*) Repeated or aggravated desertion from merchant ships.

(*c*) Producing false certificates or making false statements at the time of, or subsequent to, enrolment.

(*d*) Serving in a false name.

(*e*) Conviction in a Court of Law or Justice.

(*f*) Pledging his Certificate R.V. 2 as security for debt.

IX. All claims for the allowance should be sent to the Board of Trade, with a statement of the services in respect of which such claim is made.

Marine Department, Board of Trade, March 1899.

INDEX I

(*Under* "SUBJECT" *headings*)

OF ALL LEGAL DECISIONS REPORTED IN THE "SHIPPING GAZETTE" FOR 1899

ABBREVIATIONS USED.

A.C.—Admiralty Court.
A.D.—Admiralty Division of the High Court of Justice.
C.A.—Court of Appeal. Supreme Court of Judicature.
C.C.—County Court.
C.C.R.—Court for Consideration of Crown Cases Reserved
C.C.C.—Central Criminal Court.
C.L.C.—City of London Court.
C.S.—Court of Session (Edinburgh).
C.T.—Civil Tribunal.
H.L.—House of Lords.
J.C.—Judicial Committee of the Privy Council.
Liverpool C.P.—Liverpool Court of Passage.
L.M.C.—Lord Mayor's Court (London).
Mag.—Magistrates.
P.C.—Police Court.
P.D.—Probate Division of the High Court of Justice.
P.S.—Petty Sessions.
Q.B.D.—Queen's Bench Division of the High Court of Justice.
Q.S.—Quarter Sessions.
S.C.—Sheriff Court (Scotland).
S.D.—Small Debt Court.
T.C.—Tribunal of Commerce.
V-A.C.—Vice-Admiralty Court.

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CHARTER PARTY—BREACH OF—ACTION BY SHIPOWNERS FOR NON-SUPPLY OF CARGO—CHARTER PARTY SIGNED BY BROKER FOR SHIP TO ARRIVE "ABOUT NOVEMBER"—DEFENCE: NO CHARTER PARTY AND NON-ARRIVAL OF SHIP IN TIME—SHIP ARRIVED DECEMBER 1.—Held defendant bound by charter party, and judgment for plaintiff affirming judgment of Sheriff Substitute	Adam v. Grant & Co. The "Countess"	Aberdeen S.C.	Aug. 17
CHARTER PARTY—BREACH OF—CATTLESHIP—133 BULLOCKS DYING.—Held some carried in improper places, and judgment for plaintiffs, value of 97 at £17 per head	Anglo-Argentine Live Stock and Produce Agency v. Park Steamship Co. The "Mary Park"	Q.B.D. ...	Aug. 8
CHARTER PARTY—BREACH OF—CLAIM BY CHARTERERS FOR FAILURE TO CARRY OUT CONTRACT TO TRANSPORT COAL TO CUBA.—Held transport rendered illegal by war and impossible by blockade, and claim dismissed	The "Willowdene" ...	U.S.District Court, Philadelphia	Sept. 28
CHARTER PARTY—BREACH OF—MASTER BY INSTRUCTION OF CHARTERERS SIGNED BILLS OF LADING WITHOUT NEGLIGENCE CLAUSE—GENERAL AVERAGE LOSS RESULT OF MASTER'S NEGLIGENCE—PLAINTIFFS UNABLE TO RECOVER GENERAL AVERAGE FROM CARGO OWNERS, AND THEREUPON SUED CHARTERERS.—Judgment for plaintiffs	Milburn & Co. v. Jamaica Fruit and Trading Co. The "Port Victor"	Q.B.D. ...	July 29
CHARTER PARTY—BREACH OF—VESSEL PUT INTO RIO SHORT OF COAL, AND CONSEQUENTLY HAD TO LAND CARGO (CATTLE AND SHEEP) AT ANTWERP INSTEAD OF DEPTFORD—DEFENCE, "FORCE MAJEURE."—Held insufficient supply taken, and judgment for plaintiffs	Anglo-ArgentineLive Stock and Produce Agency v. Longueil Steamship Co. The "Wenvoe"	Q.B.D. ...	June 19
CHARTER PARTY—CLAIM AGAINST CHARTERERS BY SHIPOWNERS FOR COST OF DISCHARGING INTO BARGE AND ON TO QUAY FROM SHIP'S RAIL—NOTWITHSTANDING ADMITTED CUSTOM OF PORT OF LONDON THAT SHIPOWNERS REQUIRED TO DO SUCH WORK OUTSIDE SHIP PLAINTIFFS RELIED ON SPECIAL CLAUSE: "THE CARGO TO BE BROUGHT TO AND TAKEN FROM ALONGSIDE THE STEAMER AT CHARTERERS' RISK AND EXPENSE, ANY CUSTOM OF THE PORT NOTWITHSTANDING."—Judgment for plaintiffs, £28. 10s., with costs on High Court scale. (See Article, p. 47)	Brenda Steamship Co. v. Green. The "Brenda"	Q.B.D. ...	Apr. 25
CHARTER PARTY—CLAIM BY SHIPOWNERS AGAINST CHARTERERS FOR PAYMENT OF COST OF TOWAGE AS A "PORT CHARGE"—CUSTOM OF PORT OF MOBILE. Judgment for defendants. Held not a port charge	Smales v. Shaw, Pollock & Co.	Belfast Recorder's Court	Mar. 14
CHARTER PARTY—CLAIM BY SHIPOWNERS FOR BREACH OF CHARTER—COLLIERY GUARANTEE FROM COLLIERY WHERE WORK STOPPED BY STRIKE OFFERED AND REFUSED.—Judgment for defendants; shipowner bound to accept the guarantee	Dobell & Co. v. Green & Co.	Q.B.D. ...	Jan. 25
CHARTER PARTY—CLAIM FOR FREIGHT OR DAMAGES—PLANKS EXCEEDING AGREED SIZE—DEFENCE: CUSTOM NOT TO REGARD FRACTIONS OF INCH UNDER ONE-QUARTER.—Held custom proved, and judgment for defendants	Young v. Canning Jarrah Timber Co.	Q.B.D. ...	Jan. 26
CHARTER PARTY—COST OF DISCHARGE PER TON—FREIGHT PAYABLE EITHER ON QUANTITY DELIVERED OR ON B.L. QUANTITY LESS 2 PER CENT.—RECEIVERS CHOSE LATTER, BUT DEDUCTED DISCHARGE CHARGES ON THE GROSS B.L. QUANTITY—CLAIM BY SHIPOWNERS TO RECOVER EXCESS OVER CHARGES ON B.L. QUANTITY LESS 2 PER CENT.—Judgment by Rochelle T.C. for plaintiffs. Appeal to Poictiers A.C. sustained with cost. (Compare *contrâ* The "Hollinside," *Maritime Notes and Queries*, Vol. XII., p. 9)	Orders & Handford v. Delmas Bros. The "Reggio"	Poictiers A.C.	Sept. 23

CHARTER PARTY—STRIKE—COLLIERY GUARANTEE—ACTION (1) BY SHIPOWNERS AGAINST CHARTERERS FOR DEMURRAGE AND FOR NOT LOADING, AND (2) BY PURCHASERS OF COAL (CHARTERER) AGAINST COLLIERY OWNERS FOR INDEMNITY AND DAMAGES.—Judgment in Q.B.D. (1) for plaintiffs and (2) for plaintiffs. (See *Maritime Notes and Queries*, Vol. XII., p. 6.) On appeal to C.A. held: Action 1, plaintiff not entitled to demurrage, but only damages for not loading. Appeal so far allowed with costs of appeal. Action 2, appeal dismissed	Saxon Steamship Co. *v.* Union Steamship Co.; Union Steamship Co. *v.* Davis & Sons	C.A.	...	July 15
CHARTER, TIME—CHARTERER REPUDIATING LIABILITY FOR TIME WASTED THROUGH STRIKE WHILE DISCHARGING.—Judgment in Landgericht against charterer, but in his favour in Oberlandsgericht and Reichsgericht	The "Riversdale"	German Courts		Jan. 5
CHARTER, TIME—LIBERTY OF OWNERS TO WITHDRAW SHIP FAILING PUNCTUAL AND REGULAR PAYMENT—SECOND MONTH'S PAYMENT TWO DAYS LATE—OWNERS GAVE NOTICE OF WITHDRAWAL AND EXACTED EXTRA FREIGHT—ACTION BY CHARTERERS TO RECOVER BACK SUCH PAYMENT.—Held payment not too late, and if otherwise waiver of right to withdraw and judgment for plaintiffs with costs. Stay refused	Nova Scotia Steel Co. *v.* Sutherland Steamship Co. The "Inverness"	Q.B.D.	...	Dec. 21
COLLISION BETWEEN BARGE AND STEAMSHIP—LANGTON DOCK, LIVERPOOL.—Held "Kelvindale" alone to blame; bad look-out and speed	The "Francis" *v.* The "Kelvindale"	A.D.	...	July 18 July 20
COLLISION BETWEEN BARGE AND STEAMSHIP, THROUGH FAULT ALLEGED OF SECOND BARGE—ACTION AGAINST SECOND BARGE—OWNERS OF STEAMSHIP JOINED AS CO-DEFENDANTS.—Held second barge "Sydney" alone to blame. Judgment against plaintiffs for damages and costs, and also costs of co-defendants	Nash & Miller, owners of "J. J. Clark," *v.* owners of "Sydney" and "Sodium"	C.L.C.	...	Dec. 22
COLLISION BETWEEN BARQUE AND SAILING SHIP IN HARBOUR—ALLEGED THAT "MELANOPE" DRAGGED, AND ALLEGED *contrâ* THAT "SOLVEIG" GAVE FOUL BERTH.—Held "Melanope" alone to blame	The "Solveig" *v.* The "Melanope"	A.D.	...	Feb. 18
COLLISION BETWEEN BARQUE AND STEAMSHIP—CROSBY CHANNEL—ACTION AGAINST PILOT OF STEAMSHIP.—Verdict and judgment for plaintiff	Tyrrell *v.* Henderson. The "Lavonia" and The "Armenia"	Liverpool C.C.		Mar. 23
COLLISION BETWEEN BARQUE AND STEAMSHIP—FLARE STERN LIGHT EXHIBITED.—Held "Blackheath" alone to blame	The "Czar" *v.* The "Blackheath"	A.D.	...	Dec. 21
COLLISION BETWEEN BRIG AND BARQUE—ENGLISH CHANNEL.—Held "Talca" alone to blame for putting about at improper time or in improper manner	The "Erato" *v.* The "Talca"	A.D.	...	July 26
COLLISION BETWEEN BRIG AND DREDGER ALLEGED CAUSED BY STEAMSHIP.—Held in C.C. "Glanystwyth" alone to blame. On appeal, appeal dismissed with costs by consent	The "Wilson" *v.* The "Glanystwyth"	A.D.	...	Feb. 8
COLLISION BETWEEN BRIGANTINE AND SHIP IN TOW OF TUG—ACTION AGAINST TUG.—In C.L.C. nonsuit on ground brigantine might have gone about and avoided collision. On appeal held both to blame; as to tug for breach of Regulations and under the Merchant Shipping Act 1894, section 419, sub-section (4), and as to brigantine for not doing anything when action on her part became necessary. Application by appellant for costs on ground offered in C.L.C. to agree to judgment both to blame. Application refused; no costs	The "Lady Flora Hastings" *v.* The tug "Nubia"	A.D.	...	May 10
COLLISION BETWEEN BRIGANTINE AND STEAMSHIP.—Held both to blame, "Sensation" for not showing stern light properly, "Fagerli" for bad look-out	The "Sensation" *v.* The "Fagerli"	A.D.	...	July 21
COLLISION BETWEEN BRIGANTINE AND STEAMTUG—THAMES.—Held in C.L.C. brigantine "Pitho" in fault for backing yard, and judgment for defendants with costs. On appeal to A.D., appeal dismissed with costs, on preliminary objection that as appeal on fact and amount under £50 no right of appeal	The "Pitho" *v.* The "Burma"	A.D.	...	June 15

COLLISION BETWEEN DUMB BARGE AND STEAMSHIP—RIVER THAMES.—Held collision caused by tug towing the barge "Sophy" turning too close to the "Abana," and no negligence on part of defendants. Judgment for defendants with costs	Vokins & Co. *v.* Westall and others. The "Sophy" and The "Abana"	C.L.C.	...	Dec. 8
COLLISION BETWEEN DUMB BARGE AT ANCHOR AND STEAMSHIP—RIVER AVON.—Held steamship "Eglinton" alone to blame for careless navigation	The "Haven Master" *v.* The "Eglinton"	A.D.	...	Mar. 23
COLLISION BETWEEN DUMB BARGE, MOORED, AND STEAMSHIP.—Held "Stamfordham" alone to blame	The "Oregon" *v.* The "Stamfordham"	A.D.	...	Feb. 28
COLLISION BETWEEN FISHING SMACK AND STEAMSHIP—NORTH SEA.—Settled defendants to pay 50 per cent. of plaintiff's damages and costs	The "Andre" *v.* The "Eident"	A.D.	...	Aug. 4
COLLISION BETWEEN FOUR STEAMSHIPS—THAMES.—Held "Rosalind" and pilot of "Balgownie" to blame for first collision; "Rosalind" to blame for second collision; "Rosalind" and "Burns" both to blame for last collision	The "Balgownie" *v.* The "Rosalind;" The "Rosalind" *v.* The "Saphir" and The "Balgownie;" The "Rosalind" *v.* The "Burns"	A.D.	...	July 13 July 18
COLLISION BETWEEN HOPPERS AND STEAMSHIP—RIVER WEAR.—Collision between two steamships, the "Saxon" and the "Sherburn," caused one of them, the "Saxon," to damage the hoppers. Action by hoppers against the two steamships. Held in C.C. that the "Saxon" alone to blame, and judgment for plaintiffs against "Saxon" with costs, and non-suit in claim against "Sherburn," costs to be paid by plaintiffs. Appeals to A.D. by plaintiffs and "Saxon" dismissed with costs	The "Hoppers No. 2 and No. 4" *v.* The "Saxon" and The "Sherburn"	A.D.	...	Aug. 2
COLLISION BETWEEN KEEL (AT ANCHOR) AND TUG AND SCHOONER—RIVER OUSE.—Held "St. Vincent," keel, to blame for lying in improper position, and "City of York," tug, also in fault; "Princess," schooner, not to blame. Counterclaim and costs to be paid by the "St. Vincent"	The "St. Vincent" *v.* The "City of York" and The "Princess"	Hull C.C.	...	Nov. 15
COLLISION BETWEEN KETCH AND STEAMSHIP—PLYMOUTH SOUND.—Held "Balboa" alone to blame for not taking steps to prevent dragging	The "Maggie Annie" *v.* The "Balboa"	A.D.	...	July 22
COLLISION BETWEEN KETCH AND STEAMSHIP—THAMES.—Held "Viola" alone to blame for bad look-out and not keeping clear of ketch	The "R. Passmore" *v.* The "Viola"	A.D.	...	July 7
COLLISION BETWEEN KETCH AND STEAMSHIP—THAMES—FOG.—Held C.L.C. inevitable accident. On appeal to A.D. held "Westoe" to blame for bad look-out and improper speed	The "Haldon" *v.* The "Westoe"	A.D.	...	May 11
COLLISION BETWEEN SAILING BARGE AND BARGES IN TOW.—Held in C.L.C. tug alone to blame. Appeal to A.D. dismissed with costs	The "Earnest" *v.* The "Earl"	A.D.	...	July 5
COLLISION BETWEEN SAILING BARGE AND BARGES IN TOW OF TUG—THAMES—ACTION AGAINST TUG.—Judgment for plaintiffs with costs	The "Ninety" *v.* The "W. R. Cunis"	C.L.C.	...	June 27
COLLISION BETWEEN SAILING BARGE AND STEAMSHIP—THAMES.—Held both to blame; barge for not keeping tack, and steamship for bad look-out and not checking speed promptly	The "Renown" *v.* The "Vadso"	A.D.	...	Aug. 5
COLLISION BETWEEN SAILING BARGE AND STEAMSHIP—THAMES.—Held in C.L.C. (before defendant's witnesses called) no negligence made out against steamship, and plaintiff non-suited. On appeal to A.D. appeal allowed with costs and new trial ordered. Application to have trial in A.D. refused. New trial in C.L.C. Non-suit. Appeal to A.D. allowed, and judgment for plaintiff with costs. "Ptarmigan" alone to blame	The "Fred" *v.* The "Ptarmigan"	A.D.	...	June 15 Nov. 9
COLLISION BETWEEN SAILING BARGE AND STEAMSHIP—THAMES.—In C.L.C. owner of "Britannia" non-suited, on ground not shown material damage done by "Widgeon." On appeal, appeal allowed. Judgment for plaintiffs with costs	The "Britannia" *v.* The "Widgeon"	A.D.	...	Feb. 8
COLLISION BETWEEN SAILING BARGE AND STEAM-TUG—THAMES.—Judgment for plaintiff with costs.	The "March" *v.* The "Jane"	C.L.C.	...	July 25

COLLISION BETWEEN SAILING BARGES—THAMES.—Judgment for plaintiff with costs	Sales v. Denne—The "William" and The "Klondyke"	C.L.C.	...	April 17
COLLISION BETWEEN SAILING SHIP AND STEAMSHIP IN FOG.—Held "La Bourgogne" alone to blame for excessive speed. Appeal to C.A. dismissed with costs	The "Cromartyshire" v. "La Bourgogne"	A.D. C.A.	... ...	Jan. 13 Jan. 13 May 12
COLLISION BETWEEN SCHOONER AND BARQUE.—Held the "Loch Bredan" alone to blame for not keeping out of the way	The "Brockenhuus" v. The "Loch Bredan"	A.D.	...	Feb. 28
COLLISION BETWEEN SCHOONER AND STEAMSHIP—ENGLISH CHANNEL.—Held the "Afrique" alone to blame for improper speed	The "Ellan" v. The "Afrique"	A.D.	...	Aug. 11
COLLISION BETWEEN SCHOONER AND STEAMSHIP—NORTH SEA.—Foghorn of schooner not blown at proper intervals. Held this could not have contributed to collision, and "Geir" alone to blame for not reversing engines	The "Bidsie and Bell" v. The "Geir"	A.D.	...	July 20
COLLISION BETWEEN SCHOONER AND STEAMTRAWLER—NORTH SEA.—Held schooner "J. Gronsund" alone in fault for coming up too close to trawler while overtaking her	The "J. Gronsund" v. The "Delanes"	A.D.	...	Dec. 1
COLLISION BETWEEN SCHOONERS—ENGLISH CHANNEL. —"David Sinclair," port tack vessel, held alone to blame for failing to take steps to keep clear in time	The "Alice and Kate" v. The "David Sinclair"	A.D.	...	June 23
COLLISION BETWEEN SMACK ENTERING AND TUG WITH TOW GOING OUT OF PORT OF HAVRE—FRENCH LAW.—Held tug "Espérance" alone to blame for not keeping to right side of channel and not whistling; smack not in fault for keeping close to pierhead	"La Couronne" v. "Espérance"	Havre T.C.		May 6
COLLISION BETWEEN STEAM FERRY-BOAT AND STEAMSHIP—RIVER MERSEY.—Held both to blame; "Lancashire" for bad look-out and not keeping clear, "Sovereign" for not reversing in due time	The "Lancashire" v. The "Sovereign"	A.D.	...	Aug. 11
COLLISION BETWEEN STEAMHOPPER AND STEAMSHIP—RIVER USK.—Held both to blame; hopper for bad look-out and improper starboarding, steamship for not stopping and reversing in due time	The "William Parfitt" v. The "St. Aubin"	A.D.	...	June 12
COLLISION BETWEEN STEAMHOPPER AND STEAMSHIP—THAMES.—Held "India" alone to blame for bad look-out and improper porting	"Steamhopper No. 8" v. The "India"	A.D.	...	May 31 June 1
COLLISION BETWEEN STEAMHOPPER BARGE AND STEAMSHIP—MERSEY.—Settled. Both to blame	The "Hopper Barge No. 5" v. The "Deptford"	A.D.	...	Jan. 14 Jan. 16
COLLISION BETWEEN STEAMSHIP AND BARGE IN TOW OF TUG—RIVER THAMES—ACTION AGAINST THE TUG—STEAMSHIP TURNING ROUND.—Held in the circumstances not within crossing river rule. Tug in fault for improperly attempting to pass steamship, and alone to blame	The "Dalmatia" v. The "John Hollway"	A.D.	...	Dec. 5 Dec. 7
COLLISION BETWEEN STEAMSHIP AND BARGE—THAMES ACTION AGAINST BARGE AND A TUG.—Judgment for plaintiffs against barge. Action against tug dismissed	The "Ann Webster" v. The "Hercules" and The "Wasp"	A.D.	..	May 16
COLLISION BETWEEN STEAMSHIP AND BARQUE AND TOWLINE OF BARQUE'S TUG—ACTION BY STEAMSHIP AGAINST BARQUE "M." AND TUG "B."—DEFENDED BY TUG ONLY.—Judgment by default against barque "M.," and order for sale of barque. On trial of action against tug "B.," held both to blame; steamship "Mourne" for keeping port helm and not stopping and reversing soon enough, tug "B." for not slipping or stopping. Barque "M." sold for £855. Steamship "Mourne's" damage assessed at £4,146. Motion for payment to steamship "Mourne" of the £855. Owners of tug "B." contended that this must be taken in reduction of their liability. Held A.D. contention of tug "B." wrong, and steamship "Mourne" entitled to the £855. Appeal to C.A. dismissed. Held plaintiffs entitled under first judgment to the £855, and under their second judgment to half the damage sustained, £2,073	The "Mourne" v. The "Morgengry" and The "Blackcock"	A.D. C.A.	...	Feb. 28 Mar. 23 Mar. 25 Aug. 1 Aug. 14 Oct. 27 Nov. 16

COLLISION BETWEEN STEAMSHIP AND DANDY.—Held "Arno" alone to blame for not keeping out of the way	The "Marie Catherine" *v.* The "Arno"	A.D. ...	Jan. 14
COLLISION BETWEEN STEAMSHIP AND DREDGER—FIRTH OF FORTH.—Held dredger "Caledonia" alone to blame for improper porting	Gordon Steam Shipping Co. *v.* Caledonia Railway Co. The "Beckton" and The "Caledonia"	C.S. (Outer House)	Nov. 20
COLLISION BETWEEN STEAMSHIP AND FLATS IN DOCK—CANADA DOCK—DEFENCE: INEVITABLE ACCIDENT—GALE.—Held tug not properly utilised and insufficient stern ropes. Judgment for plaintiffs	The "Victor" *v.* The "Highland Scot"	Liverpool C.C.	Oct. 7
COLLISION BETWEEN STEAMSHIP AND SAILING BARGE—THAMES.—Held "Mabel" steamship alone to blame for bad look-out and improper manœuvre	The "Alfred" *v.* The "Mabel"	A.D. ...	June 2 June 3
COLLISION BETWEEN STEAMSHIP AND SAILING GALLEY—KIEL HARBOUR—SUDDEN GUST OF WIND DROVE GALLEY FORWARD.—Held galley in fault under Article 27 for not acting	The "Maja" and The "Mimi"	Kiel Maritime Court	Mar. 11
COLLISION BETWEEN STEAMSHIP AND SCHOONER—OFF POINT LYNAS.—Held "Trafford" alone to blame for bad look-out	The "Trafford" *v.* The "S. R. and H."	A.D. ...	Nov. 22
COLLISION BETWEEN STEAMSHIP AND STEAMHOPPER—THAMES.—Held both to blame; hopper for not keeping out of the way, crossing the river; "J. W. Taylor" for not keeping speed. Unintelligible by-laws. (See Article, page 27)	The "J. W. Taylor" *v.* The "Hopper No. 4"	A.D. ...	June 27 June 28
COLLISION BETWEEN STEAMSHIP AND STEAMSHIP—CHARGE OF NOT STANDING BY SUSTAINED, BUT PROVED THAT MASTER NOT RESPONSIBLE FOR COLLISION.—Held, however, "Pierremont" alone to blame for porting, bad look-out, and not stopping. (See Article, page 25)	The "Pierremont" *v.* The "Ilios"	A.D. ...	Feb. 11
COLLISION BETWEEN STEAMSHIP AND STEAMSHIP—MERSEY.—Held "Elsa" alone to blame, but negligence that of her pilot only. Question whether pilotage compulsory reserved	The "Rossmore" *v.* The "Elsa"	A.D. ...	Mar. 29
COLLISION BETWEEN STEAMSHIP AND STEAMSHIP—THE FORTH.—Records closed	The "Mathilda" *v.* The "Lotus"	C.S. (Outer House)	Oct. 18
COLLISION BETWEEN STEAMSHIP AND STEAMSHIP—TYNE DOCK—COUNTER-ALLEGATIONS OF VESSELS BANGING.—Action dismissed with costs	The "Linhope" *v.* The "Broadgarth"	Newcastle C.C.	April 18
COLLISION BETWEEN STEAMSHIP AND STEAM TRAWLER—NORTH SEA—FOG.—Held trawler "Helen M'Gregor" alone to blame for bad look-out and whistle not properly blown	The "Admiral" *v.* The "Helen M'Gregor"	A.D. ...	Aug. 12
COLLISION BETWEEN STEAMSHIP AND STEAM YACHT—THAMES—FOG.—Held both to blame, "Irene" for improper speed; "Ovingdean Grange" for not stopping and reversing in due time; but defence of compulsory pilotage sustained	The "Ovingdean Grange" *v.* The "Irene"	A.D. ...	Mar. 27
COLLISION BETWEEN STEAMSHIP AND TUG—RIVER CLYDE.—Held "Davaar" alone to blame for neglecting to port helm and not stopping and reversing	The "Davaar" *v.* The "Monarch"	Glasgow S.C.	July 17
COLLISION BETWEEN STEAMSHIP AND TUG—RIVER USK.—Judgment for defendants	Cory and Sons *v.* South Wales and Liverpool Steamship Co. The "Radnor" and The "Marquis of Bute"	Cardiff C.C.	April 15
COLLISION BETWEEN STEAMSHIP AND TUG—THAMES.—Judgment for plaintiff with costs	The "Kingston" *v.* The "Teal"	C.I.C. ...	May 19
COLLISION BETWEEN STEAMSHIP IN CHARGE OF COMPULSORY PILOT AND SAILING BARGE—THAMES—ACTION AGAINST THE PILOT—QUESTION WHETHER BARGE HAD STERN LIGHT.—Held that she had, and judgment for plaintiffs £45. 2*s.*	Parker *v.* Bowles. The "Violet Sybil" and The "Iris"	Q.B.D. ...	Nov. 6
COLLISION BETWEEN STEAMSHIPS—CATTEGAT.—Held both to blame: "Carola" for improper starboarding and not stopping and reversing; "Ornen" for not stopping in due time	The "Carola" *v.* The "Ornen"	A.D. ...	Mar. 8 July 10
COLLISION BETWEEN STEAMSHIPS—CLYDE.—Held "Hector" alone to blame for sheering against her helm	The "Fastnet" *v.* The "Hector"	Glasgow S.C.	Aug. 7

COLLISION BETWEEN STEAMSHIPS—COAST OF PORTUGAL—FOG—ADMITTED "RUTLAND" TO BLAME.—Held "Aislaby" also to blame for not reversing on hearing second blast (Article 16)	The "Aislaby" v. The "Rutland"	A.D.	...	July 27
COLLISION BETWEEN STEAMSHIPS—ENGLISH CHANNEL—FOG.—Held both to blame. "Pontos" not denied; "Star of New Zealand" for breach of Art. 16. Article explained. (See Article, page 83)	The "Pontos" (cargo) v. The "Star of New Zealand"	A.D.	...	July 11 Nov. 8
COLLISION BETWEEN STEAMSHIPS—ENGLISH CHANNEL—FOG.—Held "Ethelhilda" alone to blame for improper speed and porting	The "Heathpool" v. The "Ethelhilda"	A.D.	...	May 3 May 6
COLLISION BETWEEN STEAMSHIPS — ENTRANCE TO TYNE.—Held "Kronen" alone to blame for starboarding across course of "Blythville"	The "Kronen" v. The "Blythville"	A.D.	...	Dec. 2
COLLISION BETWEEN STEAMSHIPS. — Held "Baku Standard" alone to blame for improper helm action and not stopping	The "Rock Light" v. The "Baku Standard"	A.D.	...	Feb. 4
COLLISION BETWEEN STEAMSHIPS.—Held "Galatz" alone to blame	The "Chester" v. The "Galatz"	A.D.	...	Feb. 18
COLLISION BETWEEN STEAMSHIPS.—Held in A.D. "Kingswood" alone to blame for improper starboarding. Appeal to C.A. dismissed with costs	The "Coatham" v. The "Kingswood"	C.A.	...	May 11
COLLISION BETWEEN STEAMSHIPS IN PORT — ANCHORED STEAMER, THE "ADOLF," REFUSED TO MOVE WHEN REQUESTED.—Held "Adolf" solely in fault	The "Adolf" v. The "Pierre André"	Havre	T.C.	Feb. 21
COLLISION BETWEEN STEAMSHIPS—IRISH SEA.—Defendants admitted "Peveril" to blame for not keeping out of way of "Monarch," but alleged "Monarch" also in fault for not taking action in accordance with Article 21 (Note). Held "Peveril" alone to blame	The "Monarch" v. The "Peveril"	A.D.	...	Nov. 10
COLLISION BETWEEN STEAMSHIPS—IRISH SEA.—Held the "Maggie Barr" alone to blame for porting into the "Swift." The "Swift," the overtaken vessel, not to blame for keeping speed	The "Swift" v. The "Maggie Barr"	A.D.	...	Nov. 24
COLLISION BETWEEN STEAMSHIPS—MARSEILLES HARBOUR—DEFENDANTS' SHIP FOULED FAIRWAY WITH HAWSER, CAUSING ENTERING SHIP TO FOUL DEFENDANTS' SHIP.—Held defendants liable	The "Sampiero" v. The "Britannia"	Marseilles	T.C.	June 3
COLLISION BETWEEN STEAMSHIPS—NEW YORK HARBOUR.—Pleas of compulsory pilotage withdrawn and judgment by consent. Both ships to blame	The "Idaho" v. The "Flowergate"	A.D.	...	June 9
COLLISION BETWEEN STEAMSHIPS — NORTH SEA — FOG.—Held "Bencroy" alone to blame for starboarding, and not stopping in due time	The "Meerish Prince" v. The "Bencroy"	A.D.	...	April 25
COLLISION BETWEEN STEAMSHIPS OFF CAPE ST. VINCENT—FOG.—Held both to blame for not stopping at once on hearing whistle (Article 16)	The "Clan Macgregor" v. The "Cathay"	A.D.	...	Nov. 1
COLLISION BETWEEN STEAMSHIPS OFF KENTISH COAST—FOG.—Held both to blame: "Petriana" for breach of Rule 16; "Pallas" for improper starboarding. (See Article, page 83)	The "Petriana" v. The "Pallas"	A.D.	...	June 1
COLLISION BETWEEN STEAMSHIPS—RIVER AVON.—Held inevitable accident. Claim and counterclaim dismissed with costs	The "Verax" v. The "Blarney"	A.D.	...	Dec. 18 Dec. 20
COLLISION BETWEEN STEAMSHIPS—RIVER ELBE—"ALGOA" AT ANCHOR ATHWART RIVER—SECOND ANCHOR LIGHT IN WRONG POSITION. — Held no contributory negligence of "Gannet," as second light might have been hidden, and "Algoa" alone to blame. On appeal to C.A. held both to blame; second light should have been seen. Appeal allowed, no costs. (See Article, page 1)	The "Algoa" v. The "Gannet"	A.D. C.A.	...	April 13 April 20 May 13
COLLISION BETWEEN STEAMSHIPS — RIVER ELBE — "MINERVA" GETTING UNDER WAY.—Held "Minerva" alone to blame for backing into "Federation"	The "Federation" v. The "Minerva"	A.D.	...	July 27 July 29

COLLISION BETWEEN STEAMSHIPS—RIVER MAAS—COLLISION WITH VESSEL AT ANCHOR.—Held pilot of Glasgow to blame. Question as to validity of compulsory pilotage defence not decided, parties agreeing to judgment in favour of the "Rosina Mendl" for 75 per cent. of damages and all costs	The "Rosina Mendl" v. The "Glasgow"	A.D. ...	Feb. 14
COLLISION BETWEEN STEAMSHIPS—RIVER MERSEY—ACTION AGAINST PILOT OF "ELSA"—APPLICATION BY PLAINTIFFS TO HAVE PREVIOUS JUDGMENT IN A.D. ACCEPTED AS EVIDENCE NOT GRANTED.—Held defendant to blame, and judgment for plaintiffs	Owners of "Rossmore" v. Smith (Pilot of "Elsa")	Liverpool C.C.	June 17
COLLISION BETWEEN STEAMSHIPS—RIVER MERSEY.—Held "Alpha" alone to blame for incorrect manœuvre and neglecting to reverse	The "Monkshaven" v. The "Alpha"	A.D. ...	Feb. 6 Feb. 7
COLLISION BETWEEN STEAMSHIPS—RIVER MERSEY.—Held "Lucerne" alone to blame for trying to pass "Comorin" at improper place	The "Comorin" v. The "Lucerne"	A.D. ...	Nov. 10
COLLISION BETWEEN STEAMSHIPS—"ROSARIAN" AGROUND.—Held "Gracie" alone to blame	The "Gracie" v. The "Rosarian"	A.D. ...	April 22 April 29
COLLISION BETWEEN STEAMSHIPS—SCHELDT, OFF FLUSHING—DEFENCE: MERITS AND COMPULSORY PILOTAGE.—Held "Prins Hendrik" alone to blame for trying to pass "Gotha," and pilotage not compulsory	The "Gotha" v. The "Prins Hendrik"	A.D. ...	April 27
COLLISION BETWEEN STEAMSHIPS—STRAITS OF DOVER.—Held both to blame for not stopping or easing while passing another vessel	The "Mary Hough" v. The "Deusto"	A.D. ...	May 6
COLLISION BETWEEN STEAMSHIPS—SUEZ BAY.—Held crossing rule Article 19 applied, and "Orizaba" alone to blame for not keeping out of the way. "Clan Mackay" obeyed Article 21 (Note) in proper time	The "Clan Mackay" v. The "Orizaba"	A.D. ...	Dec. 7 Dec. 8 Dec. 12
COLLISION BETWEEN STEAMSHIPS—SUFFOLK COAST—FOG.—Held both to blame: "Heron" for putting engines ahead and starboarding on hearing whistle; "Aras" for breach of Article 16	The "Heron" v. The "Aras"	A.D. ...	July 22 July 27
COLLISION BETWEEN STEAMSHIPS—THAMES—"DUNDEE" NOT UNDER COMMAND—QUESTION RAISED WHETHER SEA RULES APPLIED.—Held "Carlotta" alone to blame. Plea of compulsory pilotage not upheld, as bad look-out contributing to accident. As to "Dundee," Sea Rules not applicable as inconsistent and no breach of rules; as 4-blast signal sounded, no duty to hoist ball signal. Stay refused. (See Article, page 10)	The "Dundee" v. The "Carlotta"	A.D. ...	April 29 May 12
COLLISION BETWEEN STEAMSHIPS—THAMES—FOG—"THISTLE" MOORED TO PIER.—Held "Mackinaw" alone to blame. Plea of compulsory pilotage not sustained, as bad look-out	The "Thistle" v. The "Mackinaw"	A.D. ...	May 15
COLLISION BETWEEN STEAMSHIPS—THAMES.—Held "Vauxhall" alone to blame for over-starboarding	The "Fernmoor" v. The "Vauxhall"	A.D. ...	Mar. 3 Mar. 4
COLLISION BETWEEN STEAMSHIPS—THAMES.—Judgment by consent. Both to blame	The "Mary Hough" v. The "J. M. Strachan"	A.D. ...	Mar. 1
COLLISION BETWEEN STEAMSHIPS—THAMES.—Judgment for plaintiffs	The "Times" v. The "Swift"	C.L.C. ...	Aug. 7
COLLISION BETWEEN STEAMSHIPS—THAMES—"TYR" AT ANCHOR—FOG.—Held pilot of "Burma" alone in fault. Action dismissed with costs	The "Tyr" v. The "Burma"	A.D. ...	April 14 April 20
COLLISION BETWEEN STEAMSHIPS—TYNE—"CARBON" OVERHAULING "DUNSTAFFNAGE"—DISPUTE WHETHER "CARBON" PORTED ACROSS BOWS OF "DUNSTAFFNAGE," OR "DUNSTAFFNAGE" SHEERED ACROSS COURSE OF "CARBON."—Judgment for defendants with costs	The "Carbon" v. The "Dunstaffnage"	Newcastle C.C.	May 12
COLLISION BETWEEN STEAMSHIPS—TYNE DOCK—MOORING ROPES BREAKING—HEAVY SQUALL—DEFENCE: INEVITABLE ACCIDENT.—Held no negligence of defendants, but negligence of plaintiffs, who might have avoided the consequences of the accident. Claim dismissed with costs	The "Helena" v. The "Arbutus"	A.D. ...	June 15

COLLISION BETWEEN STEAMSHIPS—VESSEL AT ANCHOR—ST. LAWRENCE—PROPER POSITION OF FORWARD LIGHT.—Held "Philadelphia" alone to blame. (See Article, page 80)	The "Ella Sayer" v. The "Philadelphia"	A.D. ...	Dec. 15 Dec. 19
COLLISION BETWEEN STEAMTUG AND STEAMHOPPER—TYNE.—Held both to blame: hopper for porting, to get on her right side at improper time; "Tyne" for not porting to assist hopper's manœuvre. (See Article, page 30)	The "Tyne" v. The "Hopper No. 5"	A.D. ...	Mar. 14 Mar. 16
COLLISION BETWEEN STEAMTUG AND STEAMSHIP—MOORED STEAMSHIP "LUCERNA" BREAKING ADRIFT AND FOULING MOORED TUG.—Held "Lucerna" alone to blame	The "Europe" v. The "Lucerna"	A.D. ...	July 29
COLLISION BETWEEN STEAMTUGS.—Held "City of London" alone to blame for giving foul berth	The "Flying Falcon" v. The "City of London"	Liverpool C.C.	April 8
COLLISION BETWEEN TWO STEAMSHIPS AND HOPPER BARGE—RIVER WEAR—ACTION BY HOPPER AGAINST THE TWO STEAMSHIPS.—Held steamship "Saxon" alone to blame for coming into port upon the flood-tide and not engaging a tug. Judgment for plaintiffs, £160 with costs. Plaintiffs to pay costs of "Sherburn"	Prior v. Owners of The "Saxon" and The "Sherburn"	Sunderland C.C.	June 22
COLLISION BETWEEN TRAWLERS—"TEASER" WHILE TRAWLING FOULED "EAGLET," WHICH WAS FAST TO AN OBSTRUCTION—CLEAR WEATHER.—Held "Teaser" in fault for bad look-out, and "Eaglet" for not showing light and making fog signal under Article 10 of 1884	The "Eaglet" v. The "Teaser"	Ramsgate C.C.	July 10
COLLISION BETWEEN TUGS TOWING VESSEL—MANCHESTER SHIP CANAL.—Held "Emulator" alone to blame	The "Tubular" v. The "Emulator"	Liverpool C.C.	May 20
COLLISION BETWEEN TUGS WHILE EACH TRYING TO GET FIRST POSSESSION OF TOW.—Held C.L.C. "Dilwara" first and not in fault, and judgment for defendant. Appeal to A.D. held finding of fact could not be disturbed, and appeal dismissed	The "Victor" v. The "Dilwara"	A.D. ...	May 11
COLLISION—COMPULSORY PILOTAGE—RIVER ORWELL—SPECIAL CASE.—Held vessel from Turkey having discharged part cargo at Ipswich, and proceeding thence to Leith, was under compulsory pilotage, as engaged in coasting trade, under Section 625 of M.S.A., 1894, and judgment for defendants. (See Article, page 73)	The "Sarah Lizzie" v. The "Glanystwyth"	A.D. ...	Feb. 21
COLLISION.—Held the "Sir Robert Peel" in fault for swinging at moorings when road not clear	The "Sir Robert Peel" v. The "Dispatch"	C.L.C. ...	Jan. 5
COLLISION.—Held "Westhall" alone to blame. Damages $7,000	The "Westhall" and The Doherty's Company's barge	U.S. District Court, Norfolk	Jan. 5
COLLISION—LIABILITY OF OWNERS OR OF CHARTERERS. Held as by Charter Party owners were to pay for the insurance of the vessel, they and not the charterers were liable. Decision of Boston District Court affirmed on appeal	Hall v. The Turret Steamship Co. and the Boston Fruit Co., The "Barnstaple"	U.S. Circuit Court of Appeals	May 25
COLLISION—RIVER ELBE.—Settled	The "Recepta" v. The "Bazan"	A.D. ...	Dec. 9
COLLISION WITH GAS BUOY—ACTION BY OWNERS OF TOW AGAINST OWNERS OF TUG. DEFENCE: CLAUSE OR RECEIPT FORMS EXEMPTING FROM LIABILITY.—Judgment for defendants with costs	Simonds and Son v. Boston Steamtug Co. The "Knight Commander" and The "Privateer"	Boston C.C.	Mar. 7
COLLISION WITH SUNK WRECK IN THAMES INSUFFICIENTLY MARKED.—Held owners of wreck personally liable. (See Article, p. 109)	The "Vesta" v. The "Snark"	A.D. ...	Jan. 27
COMMISSION ON CHARTER PARTY—DEFENCE: AGREEMENT CONDITIONAL ON APPROVAL OF PROPOSED CHARTERERS—DISPUTE AS TO TERMS OF PAYMENT OF COMMISSION.—Held non-approval of charterers no excuse, and commission due. Judgment for plaintiffs £230, to include £28 paid into Court	Bruce & Co. v. Lombard Steamship Co. The "Lombard"	Q.B.D. ...	June 28
COMMISSION ON CHARTER—VESSEL LOST BEFORE LOADING AND WHILE ON PREVIOUS VOYAGE—CLAIM FOR COMMISSION.—Judgment for plaintiffs £146. 5s.	Ward and another v. Weir. The "David Morgan"	Q.B.D. ...	May 6
COMMISSION ON PURCHASE OF STEAMSHIP—DEFENCE: REVOCATION OF AUTHORITY, BUT EXPENSES ADMITTED AND £30 PAID INTO COURT.—Verdict and judgment for defendants	Bowen & Blain v. Shaw and others	Liverpool Assizes	Feb. 16

COMMISSION ON SALE OF SHIP, CLAIM FOR—DEFENCE: NO AGREEMENT, AND SALE NOT EFFECTED THROUGH PLAINTIFF'S INTRODUCTION.—Verdict and judgment for defendants	Browne v. Power & Co. The "Luceline"	Q.B.D. ...	April 25
COMMISSION ON SALE OF SHIP—CLAIM 1 PER CENT.—DEFENCE: PURCHASER NOT INTRODUCED BY PLAINTIFF.—Verdict and judgment for plaintiff £185	Stable v. Albion Steamship Co. The "Norse King"	Q.B.D. ...	March 16
COMMISSION ON SALE OF STEAMSHIP—DEFENCE: TRANSACTION NOT THROUGH PLAINTIFFS.—Judgment for defendant with costs	Bovey & Co. v. Harrison	Q.B.D. ...	Nov. 25
COMMISSION—SALE OF SHIPS.—In Q.B.D. verdict and judgment for defendant. Application for new trial dismissed with costs	White v. Mackill	C.A. ...	Nov. 21
COMPANY LAW—INSURANCE MONEY PAID OVER TO SHAREHOLDERS.—In C.C. directors ordered to pay over the money to the liquidator. Appeal to Q.B.D. dismissed with costs. Appeal to C.A. also dismissed	Moxham v. Grant. The Cory Steamships, Limited	Q.B.D., C.A.	Feb. 2 Nov. 17
COMPETITION IN SHIPPING—CLAIM AND COUNTER-CLAIM FOR BREACH OF AGREEMENT NOT TO COMPETE.—In Q.B.D. judgment for defendants on claim and for plaintiffs on counterclaim. Appeal by defendants to C.A. allowed with costs to trial. Order for inquiry as to damages; costs reserved	Johnson & Co. v. Bristol Steam Navigation Co.	C.A. ...	June 22
CONTRACT BETWEEN COLLIERY COMPANIES AND RAILWAY FOR DELIVERY AND CARRYING OF COAL—ALLEGED BREACH.—Special judgment interpreting contracts	Denaby and Cadeby Main Collieries v. Hull, Barnsley, and West Riding Railway and Dock Co.	Q.B.D. ...	Nov. 1
CONTRACT, BREACH OF—CONTRACT BY PLAINTIFFS WITH DEFENDANTS TO PROVIDE TUBES FOR BOILERS IN ACCORDANCE WITH ADMIRALTY REQUIREMENTS—PLAINTIFFS OFFERED TO PROVIDE TUBES MADE OF "HOLLOW BLOOMS" OF SWEDISH STEEL—ADMIRALTY REFUSED TO ACCEPT, AND DEFENDANTS CANCELLED CONTRACT.—In Q.B.D. judgment for defendants on claim and counterclaim. Appeal to C.A. dismissed	Perfecta Seamless Steel Tube Co. v. Penn & Co.	C.A. ...	Aug. 12
CONTRACT FOR EMPLOYMENT OF SHIPS — SPECIAL TERMS—VESSELS WITHDRAWN BY PLAINTIFFS—ACTION BY OWNERS FOR DAMAGES—BREACH OF CONTRACT BY DEFENDANTS NOT PROVIDING DISBURSEMENTS, &c.—COUNTERCLAIM FOR DAMAGES FOR LOSS OF COMMISSIONS, &c.—Judgment for defendants on claim, and award of £600 to defendants on counterclaim with costs	New Zealand Shipping Co. v. MacIver. The "Tongariro" and the "Ruapehu"	Q.B.D. ...	Nov. 2
CONTRACT TO BUNKER—CLAIM FOR BREACH OF—DEFENCE: PREVENTED BY STRIKES, &c.—Judgment for plaintiffs with costs	Hogarth v. Delmege, Reid and Co. and Delmege	Q.B.D. ...	June 27
CONTRACT TO DELIVER COAL, 10,000 TONS IN TWELVE MONTHS, MONTHLY QUANTITIES, DELIVERIES TO CEASE DURING STRIKE—ACTION BY PURCHASERS FOR BREACH OF CONTRACT, DEFENDANTS CONTENDING THEY WERE RELIEVED FROM THE LIABILITY TO DELIVER THE COAL DELIVERABLE DURING STRIKE TIME, PLAINTIFFS CONTENDING DELIVERY ONLY DELAYED.—Judgment for defendants	Stephens, Mawson & Co. v. Great Western Colliery Co.	Q.B.D. ...	June 22
CO-OWNERSHIP ACTION.—Motion for consent of Court for private sale of ship granted	The "Quathlamba"	A.D. ...	Feb. 14
CO-OWNERSHIP—ACTION OF RESTRAINT.—Settled	The "Lizzie and Edith" and the "Britannia"	A.D. ...	June 30
CO-OWNERSHIP—BAIL FOR SAFE RETURN TO LIVERPOOL—SHIP RETURNED TO DUNDEE, AND BEING ABOUT TO LEAVE ON ANOTHER VOYAGE, APPLICATION MADE BY PLAINTIFFS FOR FORFEITURE OF BOND.—Order made bond forfeited, plaintiff to assign his shares to defendants.—Costs to be plaintiff's	Graham v. Houston & Co. The "Cawdor"	A.D. ...	Nov. 2
CO-OWNERSHIP DISPUTE—MOTION FOR INTERIM INJUNCTION RESTRAINING MANAGING OWNER FROM RECHARTERING, AND RESTRAINING CHARTERERS FROM PAYING OVER FREIGHT TO MANAGING OWNERS.—Granted	The "Clymene"	A.D. ...	Mar. 7

CRUELTY TO BOY ON KETCH BY MATE.—Fine 10s. and costs	The "Verbena" (Mate)	Carnarvon Mag.	Aug. 16
DAMAGE TO BARGE BY ALLEGED COLLISION—ACTION AGAINST CHARTRERS BY OWNERS OF BARGE—COUNTERCLAIM: DAMAGE TO CARGO, BARGE ALLEGED UNSEAWORTHY.—Verdict and judgment for plaintiffs with costs	Ward and Son v. Bovill & Co. The "William"	L.M.C. ...	April 29
DAMAGE TO BARGE BY GROUNDING ON PIPE PLACED IN THAMES BY DEFENDANT UNDER LICENCE FROM THAMES CONSERVANCY.—Judgment for plaintiffs £154. 0s. 8d. and costs	Prior v. Taylor. The "John and Francis"	Q.B.D. ...	Mar. 16
DAMAGE TO BARGE—CLAIM FOR, AGAINST DOCK CO.—BARGE MOORED AT DOCK ENTRANCE AFTER BEING ORDERED NOT TO MOOR THERE—SUNK BY STRIKING ON PILE.—Judgment for defendants	Spencer, Chapman & Co. v. London and India Docks Joint Committee	Q.B.D. ...	Mar. 7
DAMAGE TO BARGE IN DELIVERING IRON GIRDERS—CLAIM FOR.—Judgment for plaintiffs	Deering and Robottom v. General Steam Navigation Co.	C.L.C. ...	Feb. 10
DAMAGE TO BARGE "OXFORD" BY SITTING ON BARGE "BRAS DE FER," SUNK BY COLLISION WITH STEAMSHIP "LOUGHBROW"—ACTION AGAINST "LOUGHBROW," WHO ALLEGED ACCIDENT NOT RESULT OF FIRST COLLISION, WHEREUPON "BRAS DE FER" ADDED AS DEFENDANT.—Held "Loughbrow" alone to blame for whole of damage. Suit against "Bras de Fer" dismissed. "Loughbrow" to pay costs both of plaintiffs and "Bras de Fer"	Thorndyke & Co. v. The "Loughbrow" and The "Bras de Fer"	C.L.C. ...	July 13
DAMAGE TO BARGE—SWUNG AT LOADING DERRICK.—Judgment for plaintiffs	Goldsmith v. Cory. The "Gloria"	C.L.C. ...	April 13
DAMAGE TO CARGO—ACTION FOR FREIGHT, &C.—COUNTERCLAIM FOR DAMAGE.—Record closed	Ardan Steamship Co. v. Maclay. The "Ardendearg"	C.S. ...	Nov. 3
DAMAGE TO CARGO—ALLEGED DEFECTIVE VENTILATION.—Held damage by inherent vice, and judgment for defendants	Owners of cargo of "Waikato" v. New Zealand Shipping Co. The "Waikato"	Q.B.D. ...	June 20
DAMAGE TO CARGO—ALLEGED NEGLIGENCE IN DISCHARGING PUNCHEONS OF MOLASSES—USE OF HOOKS. Judgment for plaintiffs, with costs	Younger and others v. Land Securities Co. The "Torgerm"	Q.B.D. ...	July 8
DAMAGE TO CARGO BY OIL AND GLUCOSE—ALLEGED BY PLAINTIFFS VESSEL UNSEAWORTHY, BY DEFENDANTS THAT DAMAGE CAUSED BY SEVERE WEATHER.—Held vessel unseaworthy, and judgment for plaintiffs: Turner, Nott & Co., £260; and Bodey & Co., £140	Turner, Nott & Co. v. Owners of "Drot." Bodey & Co. v. Owners of "Drot"	Bristol C.C.	May 29
DAMAGE TO CARGO BY RAIN ON QUAY—FRENCH LAW—CLAIM BY RECEIVERS AGAINST DOCK CO. AND CONSIGNEES OF SHIP—DISCHARGE IN WET WEATHER.—Held Negligence Clause referred only to faults of master on voyage. Judgment against consignees of vessel for damages and costs. Claim against Dock Co. dismissed	Brossette v. Watson and Parker and Dock Co.	Marseilles T.C.	Sept. 8
DAMAGE TO CARGO—CARRIED "AT OWNER'S RISK"—DAMAGE CAUSED THROUGH LATENT DEFECT IN CHAIN OF CRANE.—Held unseaworthiness, and defendants liable	Dawson v. Rodger. The "Bute"	Glasgow S.C.	Dec. 9
DAMAGE TO CARGO—CLAIM BY CARGO OWNERS AGAINST SHIPOWNERS—FLOUR TAINTED BY ORANGES.—In C.S. (Outer House) judgment for plaintiffs. Damages: difference between price obtained and market value. Appeal to C.S. (Second Division) dismissed with costs	Bruce and Wilson v. Royal Hungarian Navigation Co. The "Szent Istvan"	C.S. (Second Division)	Feb. 28
DAMAGE TO CARGO—CLAIM FOR BARGE SUNK IN DOCK—DUTY TO WATCH BARGE NOT DECIDED, AS IT WOULD NOT HAVE PREVENTED LOSS.—Judgment for defendant	Wills & Co. v. Owen ...	Q.B.D. ...	Jan. 30
DAMAGE TO CARGO—CLAIM FOR—DEFENCE: NEGLIGENCE CLAUSE.—Judgment for defendants	Slater & Palmer v. Little Western Steamship Co.	C.L.C. ...	Feb. 10
DAMAGE TO CARGO—CLAIM FOR—FRENCH LAW—WINE CARGO—FIVE TIERS OF CASKS—ONLY FOUR ALLOWED, BUT DAMAGE NOT IN LOWER TIER.—Judgment for defendant	Penloe v. La Riche. The "Conseil"	Havre T.C.	May 6

DAMAGE TO CARGO—COUNTERCLAIM FOR—SENT FOR TRIAL TO C.C.—DAMAGE BY DISCHARGING ON QUAY—RAIN—DEFENCE: BY SAILING BILL NOT RESPONSIBLE FOR DAMAGE BY WET.—Verdict and judgment for plaintiffs with costs	Limerick Steamship Co. *v.* Reid & Glasgow	Liverpool C.C.	July 1
DAMAGE TO CARGO—DAMAGED COTTON IMPROPERLY CARRIED IN HOLD INSTEAD OF ON DECK—CLAIM FOR 130 BALES.—Judgment for plaintiffs, £204 on 73 bags of 4 cwt. at 1¼d. per lb.	Worsley Bros. *v.* Cork Steamship Co. The "Dotterel"	Liverpool Assizes	Dec. 16
DAMAGE TO CARGO—FRENCH LAW—BALES OF COTTON BURNT ON QUAY—DISCHARGE QUICKER THAN WEIGHING AND BALES THEREFORE STACKED—CLAIM BY RECEIVERS AGAINST OWNERS OF SHIP AND CONSIGNEES—GROUND OF CLAIM, TOO RAPID DISCHARGE.—Dismissed with costs	Receivers of Cargo *v.* Bates & Co. and Cunard s.s. Co. The "Iran"	Havre T.C.	Sept. 28
DAMAGE TO CARGO—FRENCH LAW—DEFENCE: DAMAGE BEFORE SHIPMENT, BILL OF LADING CLAUSE EXEMPTING FROM LIABILITY DAMAGE IN LIGHTER AND RECEPTION BY RECEIVERS WITHOUT PROTEST.—Held as damage not noted on B.L., master and shipowners liable. Judgment for plaintiffs. Broker appointed to assess damages	Raval-Duval & Co. *v.* Transatlantic Co. & Bargilliat. The "St. Simon"	Havre T.C.	July 1
DAMAGE TO CARGO—GERMAN LAW—ACTION BY CHARTERERS, RICE EXPORTERS AT KOBE, JAPAN—CONDITION TO BE CLEARED IN APRIL—SHIP CLEARED IN APRIL BUT CARGO LOADED IN MAY—CARGO RECEIVED CONDITIONALLY.—Held clearing contemplated was clearing with and not without cargo, and judgment for plaintiffs	The "Sarpedon"	Supreme Court of Hamburg	Feb. 23
DAMAGE TO CARGO—PUMP DEFECTIVE—DEFENCE: DAMAGE BY PERILS OF THE SEA, &c.—Judgment for plaintiffs with costs	Fluck, Son & Newman *v.* Owners of The "Matthew Bedlington"	A.D. ...	June 26
DAMAGE TO CARGO THROUGH BEING INSUFFICIENTLY DUNNAGED—DEFENCE: PERILS OF THE SEA.—Judgment for defendants, with costs	Johnston & Co. *v.* Owners of The "Dantzic"	Swansea C.C.	Nov. 24
DAMAGE TO CARGO THROUGH VESSEL SALVING ANOTHER BY TOWING HER—FRENCH LAW—CLAIM AGAINST MASTER AND OWNERS OF SHIP—DEFENCE OF MASTER: C.P. CONDITION RIGHT TO TOW, &c.—DEFENCE OF OWNERS: NEGLIGENCE CLAUSE.—Judgment for plaintiffs against both master and owners with costs	Marcilliac & Co. *v.* Payne & Ropner & Co. The "Picton"	Rochefort T.C.	Mar. 21
DAMAGE TO FISHING LINES—ALLEGED BROKEN BY TRAWLER.—Judgment for plaintiffs £25 and costs	The "Merlin" *v.* The "Saxon Prince"	C.S. (Outer House)	Feb. 4
DAMAGE TO FISHING NETS—RUN DOWN BY DEFENDANT'S VESSEL—PLAINTIFFS FISHING WITHOUT REGULATION LIGHTS.—Judgment for defendant	Boyle *v.* Burn	Newcastle C.C.	May 18
DAMAGE TO GOODS—ACTION AGAINST INDIAN FORWARDING AGENTS AND THEIR LONDON AGENTS.—Judgment for defendants with costs, but only one set of costs allowed, and costs of commission not to exceed £10	Rowe *v.* Grindlay & Co. & Grindlay, Groom & Co.	Q.B.D. ...	Nov. 1
DAMAGE TO GOODS IN BARGE—NO EXPRESS CONTRACT EXEMPTING BARGEOWNER FROM LIABILITY, BUT GOODS INSURED WITHOUT RECOURSE TO LIGHTERMEN—ACTION BY UNDERWRITERS IN NAME OF ASSURED AGAINST BARGEOWNER.—Judgment for defendant with costs	Thomas *v.* Brown	Q.B.D. ...	Mar. 17
DAMAGE TO GOODS IN TRANSIT.—Held no proof, damaged while in custody of defendants. Non-suit with costs against plaintiff	White *v.* General Steam Navigation Co.	C.L.C. ...	Oct. 21
DAMAGE TO GRAIN CARGO—ALLEGED UNSEAWORTHINESS OF VESSEL—DEFENCE: PERILS OF SEA.—Judgment for plaintiffs £86. 3s. 6d.	Bunn *v.* owner of the "Sieschwalbe"	Yarmouth C.C.	Nov. 13
DAMAGE TO PASSENGERS' LUGGAGE BY RATS—FRENCH LAW.—Judgment for defendants on ground cats kept on board and also exempt by special clause of passenger ticket	Perrusset *v.* Transatlantic Co. The "Chanzy"	Marseilles T.C.	Dec. 27
DAMAGE TO PASSENGERS' LUGGAGE—WATER THROUGH PORTHOLE—DEFENCE: DENIAL NEGLIGENCE OR THAT DEFENDANTS COMMON CARRIERS, AND SPECIAL CONTRACT LUGGAGE AT PASSENGERS' RISK.—Special verdict and judgment for defendants with costs	Tupper *v.* Peninsular and Oriental Steam Navigation Company. The "Australia"	L.M.C. ...	Feb. 4

DAMAGE TO PILE BY BARGE.—Verdict and judgment for defendants	Gill v. Budd and others	Bow C.C. ...	Nov. 30
DAMAGE TO SHIP—ACTION AGAINST LIGHTHOUSE AUTHORITY FOR NEGLECTING TO MAINTAIN LEADING LIGHTS AND FOR MISLEADING INFORMATION.—Judgment for defendants with costs as between solicitor and client. (See Article, p. 59)	Goole Steam Shipping Co. v. Trinity House of Kingston-upon-Hull. The "RalphOreyke"	A.D. ...	Oct. 26
DAMAGE TO SHIP—ALLEGED BY GROUNDING IN DOCK THROUGH TOO MUCH WATER BEING RUN OFF—DEFENDANTS ALLEGED NO GROUNDING, AND DAMAGE DONE BEFORE BY STRIKING WRECK—CLAIM £50.—Judgment £30. 9s. and costs	Owners of "Camden" v. Lancashire and Yorkshire Railway Co.	Liverpool C.C.	July 29
DAMAGE TO SHIP AT DEFENDANTS' WHARF.—Held berth reasonably fit, and damage not caused by unevenness of berth. Judgment for defendants	Hay v. Little Orme's Head Limestone Company. The "Viscount"	A.D. ...	May 13
DAMAGE TO SHIP AT WHARF—STRIKING BALK OF TIMBER—ACTION AGAINST WHARFOWNERS.—Judgment for plaintiffs	The "Sir Bevis" v. The South Metropolitan Gas Co.	A.D. ...	Feb. 3
DAMAGE TO SHIP BY TRUCKS FALLING INTO HER AT COALING STAITHES—CLAIM FOR—ALLEGED NEGLIGENCE OF COAL CO. AND BREACH OF WARRANTY OF RIVER COMMISSIONERS.—Verdict against both defendants and judgment for plaintiffs for £1,675	Laing v. Rackworth and Cramlington Coal Co. and The Tyne Commissioners. The "Lancaster"	Newcastle Assizes	Feb. 28
DAMAGE TO SHIP—FOULING SUNKEN PILES IN MEDWAY.—Judgment for defendants, as piles not in fairway, and plaintiffs ought to have known of them	Medway (Upper) Navigation Co. v. Proprietors of the Lower Navigation of the River Medway. The "Tonbridge"	Q.B.D. ...	Aug. 3
DAMAGE TO SHIP—SHUT OUT FROM DOCK—ACTION AGAINST HARBOUR AUTHORITY.—Action dismissed with costs	The "Carl von Dobeln" v. Burryport and Gwendreath Valley Railway Co.	A.D. ...	Jan. 28 Jan. 31
DAMAGE TO SHIP'S RAIL—DISCHARGING TIMBER—ACTION BY SHIPOWNER AGAINST CHARTERERS, WHO WERE ALSO STEVEDORES, PLAINTIFFS ALLEGING NEGLIGENCE, DEFENDANTS ALLEGING DEFECTIVE GEAR AND EXCEPTION IN C.P. OF NEGLIGENCE OF SERVANTS.—Held negligence of defendants, but exempt under C.P., and judgment for defendants with costs	Gordon Steamship Co. v. Christie and Co. The "Rimpha"	C.L.C. ...	Aug. 19 Sept. 2
DAMAGE TO SHIP—STRANDING IN THE RIBBLE—NEGLIGENCE OF PILOT.—Held defendants not in fault, and also protected by the Public Authorities Protection Act, 1893, and judgment for the defendants. Appeal to C.A. dismissed. Stay refused. (See Article, page 1)	The "Ydun" v. Mayor and Corporation of Preston	A.D. ... C.A.	Mar. 9 Mar. 11 Mar. 28 May 12
DAMAGE TO SHIP—TOWED ON SUNKEN WRECK—ACTION AGAINST TUG.—Judgment for plaintiff, agreed damages £84. 14s. 9d. and costs	The "Proba" v. The "Stormcock"	Plymouth C.C.	May 16
DAMAGE TO STEAMSHIP DOCKING—ALLEGED BY PLAINTIFFS IMPROPER ORDERS OF DOCKMASTER—DEFENCE: IMPROPER SPEED OF SHIP—COUNTERCLAIM FOR SALVAGE.—Judgment for plaintiffs on claim and counterclaim	The "Gordon Castle" v. The Milwall Dock Co.	A.D. ...	May 18
DAMAGE TO STEAMSHIP STRIKING LOCK WALL—MANCHESTER SHIP CANAL—ALLEGED NEGLIGENCE OF LOCKMASTER—DEFENCE: STEAMSHIP APPROACHED AT TOO GREAT SPEED.—Held steamship to blame and judgment for defendant	Owners of the "Feliciana" v. Manchester Ship Canal Co.	Liverpool C.C.	July 1
DAMAGE TO VESSEL—ALLOA HARBOUR—CLAIM AGAINST HARBOUR AUTHORITIES ON GROUND HARBOUR-MASTER IN CHARGE OF OPERATIONS FAILED TO ASSIGN A SAFE BERTH TO VESSEL AND MOORED HER IN UNSAFE PLACE.—Held harbour-master acting beyond his powers as outside limits of defendants' property, and negligence not proved. Judgment for defendants	Andersson v. Caledonian Railway Co. The "Venus"	Lanarkshire S.C.	May 23
DAMAGE TO VESSEL IN DRY DOCK—QUESTION ACCIDENT CAUSED BY DEFECTIVE BLOCKS OR BY EXCEPTIONAL PRESSURE ON FOREMOST BLOCKS NOT ANTICIPATED.—Verdict and judgment for both sets of defendants	Norddeutscher Lloyd v. Mersey Docks and Harbour Board, and Clover, Clayton & Co.	Liverpool Assizes	May 8 May 9

DAMAGES—ACTION FOR COSTS INCURRED IN PREVIOUS ACTION AGAINST OTHER PARTIES—KERR SUED M. CO. FOR DAMAGES FOR PERSONAL INJURIES AND OBTAINED AWARD, ALSO HELD JUDGMENT ON APPEAL WITH FURTHER COSTS—M. CO. DID NOT PAY, AND KERR SUED PRESENT DEFENDANT FOR SUMS DECERNED FOR AGAINST M. CO. ON GROUND DEFENDANTS HAVING INSURED M. CO. AGAINST SUCH CLAIMS WERE "DOMINUS LITIS."—In C.S. (Outer House) judgment for plaintiff. Appeal to C.S. (First Division) dismissed	Kerr *v.* Employers' Liability Assurance Corporation	C.S. (First Division	Oct. 23
DAMAGES FOR NON-DEPARTURE OF STEAMSHIP ON NAMED DATE—FRENCH LAW—CLAIM BY INTENDING SHIPPERS FOR DIFFERENCE BETWEEN FREIGHT BY SUCH VESSEL AND FREIGHT PAID BY OTHER VESSEL—NO EXPRESS CONTRACT.—Judgment for defendants	Blanc & Co. *v.* Caillol and Saintpierre. The "Vercingetorix"	Marseilles T.C.	Jan. 30
DAMAGES—MEASURE OF—CLAIM FOR BREACH OF CHARTER—DELAY IN DELIVERY OF CARGO COAL—CLAIM BASED ON DAMAGE BY HAVING TO PROVIDE CUSTOMERS WITH OTHER COAL.—Held wrong basis. Payment by defendants into Court £300. Judgment for Plaintiffs £200, with costs up to date of payment into Court; subsequent costs to be defendants'	Giachetti *v.* Speeding, Marshall & Co. The "Ashford"	Q.B.D. ...	June 7
DAMAGES—NON-DELIVERY OF COAL—CLAIM FOR LOSS BY CONSEQUENT NON-PRODUCTION OF VEGETABLES—DEFENCE: DIFFERENCE OF PRICE OF COAL ORDERED AND COAL IN OPEN MARKET ONLY RECOVERABLE.—So held by Court	Green *v.* Cann & Co. ...	Q.B.D. ...	Mar. 17
DAMAGES TO CARGO BY SEAWATER ENTERING THROUGH OPEN PORT.—Judgment for plaintiffs. On rehearing action dismissed. Held open port not a breach of guarantee of seaworthiness	Farr and Bailey Manufacturing Co. *v.* International Navigation Co.	U.S. District Court at Philadelphia	July 6
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Amies	P.D. ...	June 20
DEATH—MOTION TO PRESUME.—Granted	*Re* goods of Baker	P.D. ...	May 9
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Black	P.D. ...	Nov. 1
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Carrington ...	P.D. ...	June 20
DEATH—MOTION TO PRESUME.—S. over	*Re* goods Charrington ...	P.D. ...	June 7
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Cumming ... The "City of Bristol"	P.D. ...	Jan. 17
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Clark	P.D. ...	May 16
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Clark	P.D. ...	June 13
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Clutterbuck ...	P.D. ...	May 16
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Collier	P.D. ...	Aug. 1
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Eldridge	P.D. ...	May 2
DEATH—MOTION TO PRESUME.—Granted subject to consent of Insurance Co.	*Re* Hume and Morterman. The "Rembridge"	P.D. ...	Dec. 19
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Jones	P.D. ...	June 13
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Kendall	P.D. ...	Aug. 1
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Tregerthen ... The "Lady Furness"	P.D. ...	Jan. 25
DEATH—MOTION TO PRESUME.—Granted	*Re* goods M'Millan	P.D. ...	May 9
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Parker	P.D. ...	May 16
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Roche	P.D. ...	May 16
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Rosoman, Thompson and Black	P.D. ...	June 7
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Stuart	P.D. ...	June 20
DEATH—MOTION TO PRESUME.—Granted	*Re* goods Welsh	P.D. ...	May 2
DECK CARGO—EXCESSIVE—DEFENCE EXCESS CAUSED BY LOGS SWELLING.—Fine £5 and costs	The "Uganzeema" (Master)	Blyth P.S.	Jan. 18
DECK CARGO—ILLEGAL—CARRYING SLEEPER BLOCKS AS DECK CARGO IN WINTER.—Held logs were "timber," and fine 20s. and costs	The "Dunstaffnage" (Master)	Newcastle P.C.	Feb. 18
DECK CARGO — ILLEGAL — TIMBER — TECHNICAL OFFENCE AS IRON DECK ABOVE. — Fine £5 and £2. 16s. 10d. costs	The "Ultonia" (Master)...	Liverpool P.C.	May 9

DELAY IN DISCHARGING TIMBER—CLAIM BY STEVEDORES AGAINST SHIPOWNERS FOR THEIR CHARGES SETTLED BY PAYMENT—COUNTERCLAIM FOR BREACH OF WARRANTY AS TO TIME OF DISCHARGE.—Special verdict and judgment for defendants on their counterclaim	Bee & Son *v.* Kish. The "Coquet"	Q.B.D. ...	Mar. 25
DEMURRAGE—CHARTER PARTY CLAUSE TIME FOR LOADING AND DISCHARGING "350 TONS PER WORKING DAY OF 24 HOURS"—CLAIM BY SHIPOWNERS, WHO CONTENDED THIS MEANT PER WORKING DAY FROM TIME WORK STARTED TO SAME TIME NEXT DAY, &c.—DEFENDANTS (CHARTERERS) CONTENDED IT MEANT PER EACH 24 WORKING HOURS.—Held Q.B.D. in favour of charterers. Appeal by shipowners to C.A. dismissed. (See *Maritime Notes and Queries*, Vol. XII., p. 26.) Appeal to H.L. dismissed with costs	Forest Steamship Co. Lim. *v.* Therlau Iron Ore Co. The "Forest"	H.L. ...	Dec. 1
DEMURRAGE—CHARTER "TO PROCEED TO A CUSTOMARY COAL CRANE LOADING BERTH"—CONTENDED BY PLAINTIFFS NOTICE OF READINESS TO LOAD COULD BE GIVEN WHEN IN DOCK—BY DEFENDANTS WHEN AT COAL TIPS.—Judgment in C.L.C. for defendants. Appeal to A.D. dismissed	Nansen *v.* Wilson & Co. The "Skodsborg"	A.D. ...	June 15
DEMURRAGE—CLAIM FOR—ALLEGED INSUFFICIENCY OF TRUCKS AND MEN.—Judgment for defendants with costs	Svensson *v.* Bell, Harrison & Co. The "Talis"	Cardiff C.C.	Dec. 9
DEMURRAGE—CLAIM FOR—COLLIERY WORKING DAY.—Held in Q.B.D. under charter party seven hours before and after Sunday or holiday to be excluded and judgment for defendants. Appeal to C.A. dismissed	Clink *v.* Hickie, Borman & Co. The "Samoena"	C.A. ...	June 12
DEMURRAGE—CLAIM FOR—"CUSTOMARY DESPATCH, AND IF THROUGH ANY FAULT OF MERCHANTS OR CHARTERERS VESSEL LONGER DETAINED, DEMURRAGE TO BE PAID."—Held by sheriff substitute that delay not caused by defendants and action dismissed. Appeal to Sheriff Court dismissed	Delmar *v.* M'Dowall and Neilson. The "Familjen"	Glasgow S.C. ...	July 7 July 8
DEMURRAGE—CLAIM FOR—DEFENCE: DELAY WITHIN EXCEPTION.—Held defence not established, and judgment for plaintiff upheld	Thorman *v.* Meyer. The "Bravo"	C.S. (Second Division)	Feb. 21
DEMURRAGE—CLAIM FOR—FRENCH LAW—DEFENDANTS CALLED IN SELLER OF CARGO, DANON, TO GUARANTEE LIABILITY ON GROUND DANON'S DELAY IN REMITTING BILLS OF LADING—DANON DENIED LIABILITY, GROUND SALE WAS C.I.F.—DEFENDANT ALSO CLAIMED AGAINST PLAINTIFF HALF WEIGHING CHARGES.—Judgment for plaintiff for demurrage, Danon to guarantee defendants for the amount. Judgment also for plaintiff as to counterclaim for weighing charges, as weighing not required for determining freight	Woodriff *v.* Waller Frères & Danon. The "Deptford"	Marseilles T.C. ...	July 29
DEMURRAGE—CLAIM FOR.—Judgment for plaintiffs £12, three days' demurrage, in addition to £2 paid into Court	Owners of "Daniel" *v.* Bell, Harrison & Co.	Cardiff C.C.	Dec. 9
DEMURRAGE—CLAIM FOR.—Judgment for plaintiffs, two days' demurrage	Giertson *v.* Thomas & Sons. The "Munin"	Cardiff C.C.	Dec. 9
DEMURRAGE—CLAIM FOR ONE DAY—C.P. "ALL DESPATCH AS CUSTOMARY—" DEFENCE: CUSTOM THAT WHERE ONLY ONE CONSIGNEE, NOT BOUND TO ACCEPT MORE THAN 600 TONS PER DAY.—Ruled that evidence of custom not admissible and judgment for plaintiff £102. 10s. 6d.	Rahtkens *v.* Twigge, Crosfield & Co. The "Winnie"	Liverpool C.C. ...	Oct. 7
DEMURRAGE—CLAIM FOR—SPECIAL C.P. CONTRACT—DEFENCE: SHIP TAKEN AWAY FOR BUNKERING.—In C.C. judgment for plaintiffs. Appeal to A.D. dismissed	Fawcus & Co. *v.* Thompson Steamship Co. The "Brenttor"	A.D.	Feb. 8
DEMURRAGE—CLAIM FOR—TO BE LOADED ACCORDING TO THE CUSTOM OF THE PORT—NO CUSTOM AT MIRAMICHI—SHIP THEREFORE TO BE LOADED WITH REASONABLE DESPATCH.—Judgment for plaintiff £75	Charlton Steam Shipping Co. *v.* Taylor, Sons & Co. The "Thomas Wayman"	A.D. ...	Feb. 10

DEMURRAGE—CLAIM FOR 2½ DAYS.—Held two days and defendants not protected by clause making them not liable for causes beyond their control, as discharge in a railway dock, and they could have sent trucks themselves. Judgment for plaintiffs £5. 15s. 4d. and costs	Daly *v.* Cherbourg Quartzite Co. The "Florence"	Newcastle C.C.	Aug. 25
DEMURRAGE—GRIMSBY COLLIERY GUARANTEE—CLAIM AGAINST CHARTERERS.—Held *inter alia* Q.B.D. defendants not liable, as under guarantee time for loading did not count till vessel came under tip. (See case explained, *Maritime Notes and Queries*, Vol. XII., p. 11.) Appeal to C.A. dismissed on same ground	Shamrock Steamship Co. *v.* Storey & Co. The "Crosshill"	C.A. ...	Nov. 2
DEMURRAGE OF BARGES—ALLEGED CUSTOM TO PAY FOR ALL TIME AFTER THREE DAYS' DETENTION.—Held custom not proved and plaintiff non-suited. No costs	Union Lighterage Co. *v.* Cherbourg Quartzite Co.	C.L.C. ...	Jan. 4
DEMURRAGE—SPECIAL TERMS OF CHARTER PARTY—AVERAGING DAYS FOR LOADING AND DISCHARGING—DESPATCH MONEY PAID ON LOADING—CLAIM FOR DEMURRAGE ON DISCHARGING—DEFENCE: RIGHT TO AVERAGE.—Judgment for plaintiffs.	Oakville Steamship Co. *v.* Holmes	Q.B.D. ...	Nov. 24
DETAINING PASSENGERS' LUGGAGE—ACTION FOR.—Judgment for plaintiffs £26. 5s. general and £5. 5s. special damage	Bennett *v.* Houlder Bros. The "Hornby Grange"	C.L.C. ...	Dec. 22
DETENTION OF SHIP UNLOADING—CLAIM FOR.—Held defendants liable for not providing necessary lighters	Chargeurs Réunis Co. *v.* The State	French Council of State	Feb. 21
DISCHARGE OF CARGO—CLAIM BY SHIPOWNERS FOR EXPENSE OF MOVING WOOD FROM SIDE OF SHIP TO SHED—COUNTERCLAIM FOR DAMAGE TO CARGO.—Judgment for defendant on claim. Counterclaim dismissed	Leith, Hull and Hamburg Steam Packet Co. *v.* M'Tavish. The "Nevada"	Dundee Small Debt Court	Oct. 21
DOCK DUES ON BARGES—LONDON AND INDIA DOCKS—CLAIM BY OWNERS OF BARGES FOR RETURN OF MONEY PAID.—Held lighters engaged loading and unloading ships exempt from dues, and judgment for the plaintiffs with costs on High Court scale	Burham Brick, Lime and Cement Co. *v.* London and India Docks Joint Committee	Q.B.D. ...	Aug. 1 Aug. 4
DRY DOCK HIRE—CLAIM FOR—FRENCH LAW—DEFENCE: VESSEL DELAYED IN DOCK BY WEATHER.—Judgment for plaintiffs	Docks Entrepôts Co. of Marseilles *v.* Gardiella. The "Stella del Mare"	Marseilles T.C.	Dec. 27
DUES—CLAIM FOR QUAY DUES AT ELING—DEFENCE: DUES ABOLISHED.—Judgment for plaintiffs	Fletcher & Son *v.* Walker, Howard & Co. The "Eustace"	Southampton C.C.	Jan. 6
EMPLOYERS' AND WORKMEN'S ACT—CLAIM UNDER—AGAINST LABOURERS FOR BREACH OF CONTRACT—ONE DAY'S DETENTION OF SHIP £25 (£1. 13s. 4d. FROM EACH OF 15 MEN)—DEFENDANTS CONTRACTED TO GO TO ROUEN AND WORK AT DISCHARGING 5s. PER DAY IN PLACE OF SHOREMEN ON STRIKE—DEFENDANTS COMMENCED WORK, BUT THEN STRUCK FOR 9s. PER DAY—COUNTERCLAIM FOR WAGES.—Judgment for plaintiffs; counterclaim dismissed	The "Caldy" (Fifteen Labourers)	West Ham P.C.	Sept. 1
EVIDENCE — BELGIAN LAW.— VERBAL CHARTER ALLEGED.—Held verbal evidence not admissible	Moyell *v.* Keyeleers ...	Brussels C.A.	Jan. 19
FALSE ENTRIES IN BALANCE SHEETS—CHARGE OF MAKING—MILLWALL DOCK CO.—Remand. Committed for trial. Found guilty. Nine months' hard labour	Birt	Mansion House P.C.	Mar. 17 Mar. 22 Mar. 23 April 11 April 12 April 18 April 20 May 12 May 13 May 15
FERRY RIGHTS—APPLICATION FOR INJUNCTION RESTRAINING DEFENDANTS FROM FERRYING FOR HIRE BETWEEN E. & W. COWES.—Granted	South'ton. Isle of Wight, &c., Royal Mail Steam Packet Co. *v.* Webb and Norris	Ch.D. ...	Dec. 16
FILIBUSTERING—CHARGES OF.—Dismissed	The "Dauntless"	Jacksonville District Court	May 25
FISHING, ILLEGAL—BERWICK BAY.—Case dismissed	Trawler (Master)	Berwick P.C.	Aug. 19

FISHING, ILLEGAL—ENGLISH CHANNEL.—Fine £10, fish and gear confiscated	Boulogne fishing boat (Master)	Folkestone P.C.	June 17
FISHING, ILLEGAL—LOTH BAY.—Fine £50 or sixty days	The "Esbjerg" (Master)...	S.C.	Sept. 18
FISHING, ILLEGAL—OFF DUNGENESS.—Fine £10. Boat detained two months if fine not paid	The "St. Jean" (Master)	Dover P.C.	June
FISHING, ILLEGAL—OFF SOUTHWOLD.—Fine £5 and gear confiscated	The "Phœnix" (Master)	Lowestoft P.C.	Sept. 7
FISHING LINES—CLAIM AGAINST STEAMSHIP FOR DESTROYING.—Judgment in C.S. (Outer House) for plaintiffs, £25 and costs. On appeal to C.S. (Second Division) appeal dismissed with costs	Storey v. Cormachs. The "Merlin" and The "Saxon Prince"	C.S.(Second Division)	June 13
FORGERY—ALLEGED—OF SEAMEN'S ADVANCE NOTES. —Committed for trial	G.P.	North Shields P.C.	Feb. 8
FREIGHT—ACTION FOR—AGAINST ENDORSEES OF B.L. —DEFENCE: B.L. ENDORSED WITHOUT AUTHORITY BY OFFICE BOY.—Judgment for plaintiffs	General Steam Navigation Co. v. Page, Son and East	C.L.C. ...	Oct. 28
FREIGHT—ADVANCED—PAYABLE THREE DAYS AFTER SAILING—PART CARGO DESTROYED DURING LOADING —ACTION BY OWNERS OF SHIP TO RECOVER ADVANCE FREIGHT ON THE DESTROYED CARGO.—Judgment in Q.B.D. for defendants. (See case explained, *Maritime Notes & Queries*, Vol. XII., p. 36.) Appeal to C.A. dismissed	Weir v. Girvin, Roper & Co. The "Olivebank"	C.A. ...	Nov. 15
FREIGHT—BELGIAN LAW—BILL OF LADING FREIGHT PAYABLE IN GOOD AND APPROVED BILLS OR CASH, OWNER'S OPTION—BILLS OF CONSIGNEE OFFERED AND REFUSED.—Held if bills good master no right to object	Traitels and Steel, Young & Co. v. Bex & Co.	Brussels C.A.	Jan. 19
FREIGHT—CLAIM BY SHIPOWNERS FOR 1s. PER TON FOR LANDING CARGO ON QUAY UNDER B.L. CONDITION—FRENCH LAW.—Judgment for plaintiffs	Gonestal & Son v. French Rice Mills Co. The "Sonneberg"	Havre T.C.	May 6
FREIGHT—CLAIM FOR BALANCE OF—COUNTERCLAIM FOR DAMAGE—GROUND CARGO SHUT OUT.—Found by jury cargo not quality contemplated and verdict for plaintiff, £84 besides £65 paid into court, and judgment in accordance	Fellier, Jucker & Co. v. Bennett's	Liverpool Assizes	July 31
FREIGHT, CLAIM FOR BALANCE OF—COUNTERCLAIM FOR LOSS OF CARGO BURNT AS FUEL.—Held A.D. warranty of seaworthiness broken, and judgment for defendants £559 on counterclaim. On appeal to C.A. appeal dismissed with costs. Stay refused. (See Article, page 8)	Owners of "Vortigern" v. Samuel & Sons	C.A. ...	Feb. 25 Mar. 13
FREIGHT, CLAIM FOR BALANCE OF—£108 OFFERED—£53. 13s. 7d. MORE CLAIMED—DISPUTE AS TO MEASUREMENT—DELAY IN MEASURING, WHICH WAS DONE BY CUSTOMS.—Judgment for defendants with costs; plaintiffs to have the £108	Holme & Motzen v. Forslind & Co. The "Taygeta"	Q.B.D. ...	June 28
FREIGHT, CLAIM FOR—COUNTERCLAIM FOR LANDING CHARGES—QUESTION WHETHER SHIPOWNER ENTITLED TO DELIVER UNTIL PAID ALL FREIGHT.—Held plaintiffs within strict rights. Judgment for plaintiffs on claim and counterclaim with costs	Gordon Steamship Co. v. Howard Brothers & Co. The "Ashbrooke"	C.L.C. ...	Oct. 28
FREIGHT—CLAIM FOR DEAD FREIGHT—SHORT SHIPMENT CAUSED BY FROZEN CONDITION OF CARGO—ALSO CLAIM FOR COST OF SHIPMENT AND DISCHARGE—COUNTERCLAIM CARTAGE FROM RAIL TO SHIP'S SIDE, 70 FEET TO 120 YARDS, TO BE LOADED FROM "ALONGSIDE."—Held in Q.B.D. charterers not protected by B.L. as frost not excepted, also that cargo not brought "alongside" notwithstanding custom; and judgment for plaintiffs on claim and counterclaim. On appeal held mid-winter loading contemplated, and judgment entered for defendants on claim with costs of suit in Court of Appeal and Q.B.D. Judgment as to counterclaim affirmed	Steamship "Isis" Co. v. Bahr, Behrend & Ross. The "Isis"	C.A. ...	July 6
FREIGHT, CLAIM FOR—FRENCH LAW—COUNTERCLAIM FOR SHORT DELIVERY—PART CARGO LEFT ON LIGHTER, NO ROOM ON SHIP.—Judgment for defendants on claim and counterclaim	Cicellis v. Bendit, Limburger & Co. The "Paliki"	Marseilles T.C.	Jan. 30

FREIGHT—COUNTERCLAIM FOR DESPATCH-MONEY—CHARTER TO PROCEED TO D WHARF BELONGING TO CONSIGNEES D. CO.—SHIP ARRIVED AT DOCK, BUT DELAYED GOING TO D WHARF BY D. CO. FOR THEIR OWN CONVENIENCE GIVING PRECEDENCE TO LATER-ARRIVED VESSELS—DESPATCH-MONEY NOT DUE IF TIME COUNTED FROM TIME WHEN PREVENTED GOING TO WHARF, SO CONTENDED BY PLAINTIFFS, ON GROUND DEFENDANTS WERE CHARTERER'S AGENTS, DESPATCH-MONEY DUE IF TIME COUNTED FROM ARRIVAL AT WHARF.—Held defendants purchasers of cargo from and not agents of charterers, and judgment for defendants	Watson v. Borner & Co. The "Netley Abbey"	Q.B.D. ...	Aug. 5
FREIGHT—FRENCH LAW—CLAIM FOR FREIGHT B.L. QUANTITIES—CLAUSE IN B.L. FREIGHT SO DUE UNLESS WEIGHED WITHIN 24 HOURS OF TERMINATION OF DISCHARGE—CARGO WEIGHED 4 DAYS AFTER DISCHARGE, BUT BEFORE EXPIRATION OF LAY DAYS.—Judgment for plaintiffs	The "Marsaglia"	Marseilles T.C.	Jan. 30
FREIGHT—FRENCH LAW—ENGLISH AND AMERICAN LAW—CLAIM FOR SET-OFF SHORT DELIVERY—PLAINTIFF ARGUED NOT LIABLE, AS EXEMPT FROM FAULT OF MASTER IN "MANAGEMENT" OF SHIP.—Held management includes only nautical acts, and judgment against plaintiff	Royden v. Ralli Brothers. The "Indra"	Marseilles T.C	April 18
FREIGHT ON TIMBER CARGO—CLAIM FOR BALANCE OF—PLAINTIFFS CONTENDING FREIGHT PAYABLE ON CALLIPER MEASUREMENT OF TIMBER DISCHARGED; DEFENDANTS ON B.L. QUANTITY ONLY.—Judgment for plaintiffs	Jacques & Co. v. Taylor, Sons & Co. The "Alnmere"	Liverpool C.C.	Mar. 4
GENERAL AVERAGE—CATTLE-CARRYING VESSEL PUT INTO PORT OF BRAZIL FOR SAFETY—IN CONSEQUENCE CATTLE COULD NOT BE LANDED AT DEPTFORD, BUT HAD TO BE TAKEN TO ANTWERP AND SOLD THERE AT LOWER PRICE—CLAIM AS GENERAL AVERAGE (1) THIS LOSS, ALSO (2) WAGES OF CATTLEMEN AND COST OF FEEDING THEM AND THE CATTLE AT PORT OF DISTRESS.—Held (1) general average but not (2)	Anglo-Argentine Live Stock and Produce Agency v. Temperley Steam Shipping Co. The "Edenbridge"	Q.B.D. ...	July 8
GENERAL AVERAGE—FRENCH LAW—STEAMSHIP IN RIVER BUG DAMAGED BY ICE—WAS FURTHER DAMAGED RETURNING TO NICOLAIEFF.—In T.C. held fault of master, and ordered all damage to ship and expenses to cargo to be borne by steamer. On appeal judgment reversed	The "Artemesia"	Marseilles T.C. Aix Appeal Court	Jan. 21 Mar. 7
GENERAL AVERAGE—FRENCH LAW—STEAMSHIP LOST PROPELLER IN ROADS AND WAS TOWED TO NEAREST PORT—CLAIM FOR EXPENSES IN GENERAL AVERAGE RESISTED ON GROUND VESSEL NOT IN IMMINENT PERIL.—Held in Marseilles T.C. general average. On appeal judgment reversed with costs	The "Lutetia"	Aix Appeal Court	Mar. 9
GOODS, ACTION FOR NON-DELIVERY OF—FRENCH LAW—DEFENCE: TRANSHIPPED ON BOARD ANOTHER VESSEL OF DEFENDANTS', SUBSEQUENTLY LOST, IN ACCORDANCE WITH B.L. STIPULATION RESERVING SUCH RIGHT.—Held as defendants did not produce transhipment B.L. of goods, defendants liable, and judgment for plaintiffs	Banan & Co. v. Messageries Co. The "Caledonien" and The "Fiado"	Nouméa ... T.C.	May 20
GUARANTEE—SHIPBUILDERS'—DAMAGE TO CARGO THROUGH UNSEAWORTHINESS OF SHIP—PAID FOR BY SHIPOWNERS, WHO CLAIMED TO BE REPAID BY SHIPBUILDERS.—Action dismissed on ground liability excluded by terms of expressed guarantee	Manchester Coasting and General Shipping Co. v. Reeves and others. The "Millgate"	Q.B.D. ...	May 27
HIRED GOODS—SHIPPED BY HIRER TO NAPLES—ACTION BY OWNERS OF THE GOODS AGAINST SHIPOWNERS FOR ORDER DEFENDANTS NOT TO DELIVER GOODS AT NAPLES, BUT DELIVER TO PLAINTIFFS.—Judgment for defendants	Glasgow Furniture Co. v. Mossgiel S.S. Co. The "Vesuvio"	Glasgow ... S.C.	Aug. 8
HOMICIDE—SEAMAN SHOT BY MATE ON HIGH SEAS.—Verdict culpable homicide, with recommendation to mercy. Sentence 18 months' imprisonment	The "Lanarkshire" (Mate)	High Court of Justiciary, Glasgow	Nov. 2
INCOME TAX—ALLOWANCE FOR DEPRECIATION OF SHIPPING BY COMMISSIONERS 6 PER CENT. ON DIMINISHING VALUE.—Appeal to Q.B.D. dismissed. Appeal to C.A. Alleged by appellants 5 per cent. on original value proper allowance. Hearing ordered to stand over	Peninsular and Oriental Steam Navigation Co. v. Leslie	C.A. ...	May 13

INCOME TAX—ALLOWANCE FOR DEPRECIATION OF SHIPS.—Application for rule *nisi*, calling on Commissioners to state a case, granted. (See next entry)	British India Steam Navigation Company *v.* Commissioners of Income Tax	Q.B.D. ...	May 20
INCOME TAX—APPLICATION FOR MANDAMUS AGAINST COMMISSIONERS TO STATE A CASE, COMMISSIONERS UNDERTAKING TO DO SO.—Mandamus refused without costs on either side	Regina *v.* Commissioners of Income Tax for the City of London. *Ex parte* British India Steam Navigation Co.	Q.B.D. ...	June 27
INCOME TAX—DEDUCTION FOR WEAR AND TEAR—TWENTY-TWO YEARS TAKEN AS LIFE OF STEAMSHIP, BUT COMMISSIONERS DEDUCTED 3 PER CENT. ON DIMINUTIONS AS INTEREST.—Held Commissioners wrong and shipowners entitled to deductions which in twenty-two years would amount to original value of vessel	Leith, Hull and Hamburg Steam Packet Co. *v.* General Commissioners of Income Tax	C.S.(Second Division)	June 20
INCOME TAX—DEPRECIATION OF SHIPS—APPEAL FROM DECISION OF COMMISSIONERS.—Held method adopted by Commissioners not unreasonable, and judgment for Crown	Cunard Steamship Co. *v.* Coulson	Q.B.D. ...	Mar. 21
JURISDICTION—ALLEGED ASSAULT BY MATE ON SEAMAN ON SHIP IN DOCK AT CAPETOWN.—On objection taken, held no jurisdiction, and summons dismissed	The "Doune Castle" (Mate)	Thames P.C.	Oct. 31
JURISDICTION—BELGIAN LAW—COLLISION FOREIGN SHIP ON HIGH SEAS—ARREST OF FREIGHT.—Held in favour of the jurisdiction	Moyon and Others *v.* Lund-Rasmussen	Belgian Court of Cassation	Jan. 19
LANDING CARGO—KING'S LYNN DOCK—DOCK COMPANY EXCLUDING CARGO-OWNERS' SERVANTS TO PREVENT THEM EFFECTING THE DISCHARGE.—Application for injunction against Dock Company granted	Fison & Sons *v.* King's Lynn Docks and Railway Co. The "Lucy"	Ch.D. ...	June 12
LANDING CHARGES—CATTEWATER, PLYMOUTH—CLAIM BY SHIPOWNERS FOR REPAYMENT OF 1D. PER TON FOR MAN ON THE WHARF ASSISTING DISCHARGE—DEFENCE: CUSTOM FOR SHIPOWNERS TO PAY HIM.—Judgment for defendants with costs	Jones and Others *v.* Barnard and Alger. The "Miss Morris"	Plymouth C.C.	Sept. 18
LAUNCHES—CLAIM FOR BUILDING—DEFENCE: BREACH OF CONTRACT AS TO TIME OF DELIVERY.—Judgment for plaintiff £125	Dix and Another *v.* Day ...	Q.B.D. ...	July 8
LIBEL—ALLEGED.—Application for interim interdict refused	Sailors' Union Officials ...	Glasgow S.C.	Jan. 10
LIBEL—ALLEGED—PLAINTIFF APPLIED FOR LEAVE TO ADMINISTER INTERROGATORIES AS TO LETTERS ALLEGED TO HAVE BEEN WRITTEN BY DEFENDANTS.—Some interrogatories allowed by Master, but on appeal to judge all disallowed. Application to C.A. for leave to appeal to C.A. allowed. (See "Slander and Libel")	Robert *v.* Glyn, Martin and the Leyland Co.	C.A. ...	June 21
LIBEL—ALLEGED—PUBLICATION OF ALLEGED RUMOURED LOSS OF A TROOPSHIP.—Application for rule for a criminal information granted. Rule discharged, but without costs	*Ex parte* Peninsular and Oriental Steam Navigation Co. Queen *v.* Cornish Queen *v.* Perris and Thorpe. The "Nubia"	Q.B.D. ...	Nov. 8 Dec. 14 Dec. 15
LIBEL AND SLANDER.—ALLEGED—interlocutor allowing proof on some particulars only	Scott *v.* Wilson	Glasgow S.C.	April 5
LIBEL.—Charges and Record withdrawn	Goodyear & Co. *v.* Faulconbridge	Liverpool Assizes	Nov. 30
LIBEL ON SHIPPING FEDERATION OFFICER—STATEMENT IN NEWSPAPER PLAINTIFF CHARGED MEN 5S. EACH FOR A SHIP—ACTION AGAINST EDITOR.—Verdict for plaintiff, £60	Hopperton *v.* Johnson ...	Q.B.D. ...	May 11
LIBEL.—Verdict and judgment for plaintiffs, £350	Abrahmsohn & Co. *v.* Atlantic Transport Co.	Q.B.D. ...	July 1 July 5
LIGHT DUES—CLAIM FOR REPAYMENT OF DUES PAID, ON GROUND NO BENEFIT FROM LIGHT.—Full claim paid by defendant	Allan Line Steam Co. *v.* Lord Advocate	C.S. Second Division	Jan. 12
LIGHTERAGE AND DEMURRAGE OF BARGE—CLAIM FOR—COUNTERCLAIM FOR DAMAGE TO CARGO.—Verdict for plaintiffs, £39. 12s. 9d., and for plaintiffs on the counterclaim	Frey & Co. *v.* Le Perronne & Co.	L.M.C. ...	Oct. 25

LIMITATION OF LIABILITY—COLLISION.—Usual decree	The "Voltaic" v. The "Cognac"	A.D. ...	Mar. 14
LIMITATION OF LIABILITY—COLLISION WITH DOCK GATES—VESSELS DAMAGED INSIDE DOCK.—Usual decree	The "Blanche Rock" ...	A.D. ...	Jan. 26
LIMITATION OF LIABILITY—CONTENDED BY DEFENDANTS THAT PLAINTIFFS NOT ENTITLED TO LIMIT AS AGAINST CLAIM FOR PASSENGERS' PERSONAL EFFECTS.—Held plaintiffs were entitled. Application by plaintiffs for expression of opinion that actions pending in Q.B.D. should be transferred to A.D. Application refused. Ordinary decree. As against certain parties not served decree suspended for 48 hours. (See "Loss of Life")	The "Stella"	A.D. ...	July 26
LIMITATION OF LIABILITY—FOREIGN SHIP.—Stand over	The "Cathay" v. The "Clan Macgregor"	A.D. ...	Dec. 5
LIMITATION OF LIABILITY—TUG NOT REGISTERED COULD CARRY OVER 15 TONS—IF MEASURED UNDER ACT OVER 15 TONS GROSS, UNDER 15 TONS NET.—Held A.D. not bound to be registered, and owners entitled to limitation decree. Appeal to C.A. dismissed. (See case explained, p. 77)	The "Brunel" v. The "Glanmire"	C.A. ...	Nov. 16
LIMITATION OF LIABILITY.—Usual decree £8 per ton and security for £500 for claim personal injury to master. No order made on application by master for his action to be tried by a jury	The "David Sinclair" v. The "Alice and Kate"	A.D. ...	Aug. 12
LIMITATION OF LIABILITY.—Usual order	The "Gravina" v. The "Clan Macintosh"	A.D. ...	Feb. 14
LIMITATION OF LIABILITY.—Usual order	The "Larkfield" v. The "Kestrel"	A.D. ...	Feb. 14
LIMITATION OF LIABILITY.—Usual order	The "Mermaid" v. The "Premier"	A.D. ...	April 25
LIMITATION OF LIABILITY.—Usual order on plaintiffs paying into Court £8 per ton and giving security for £7 per ton	The "Pierremont" v. The "Ilios"	A.D. ...	Mar. 28
LIVERPOOL TOWN DUES—CARGO FOR LIVERPOOL VIÂ MANCHESTER—CLAIM FOR DUES.—In Q.B.D. judgment for plaintiffs. Appeal to C.A. allowed. Appeal to H.L. dismissed with costs	Mersey Docks and Harbour Board v. Hunter, Craig & Co.	H.L. ...	Feb. 18
LOCAL MARINE BOARD INQUIRY—CHARGE AGAINST MATE DISMISSED, AND BOARD OF TRADE ORDERED TO BEAR "COSTS OF THE INQUIRY"—PLAINTIFF (THE MATE) SUED FOR HIS COSTS—DEFENDANTS CONTENDED COSTS OF THE INQUIRY DID NOT INCLUDE COSTS OF PARTIES.—Held Local Marine Board entitled to award, and had awarded expenses, and accounts remitted to auditor to tax	Sutherland v. Lord Advocate. The "Ossian"	C.S. (Outer House)	July 4
LOSS OF HUSBAND—FRENCH LAW—TUG ENDANGERED BY NEGLIGENCE OF TOW—TUG MASTER JUMPED OVERBOARD AND WAS DROWNED—ACTION AGAINST OWNERS OF TOW.—Held act of jumping overboard did not exonerate defendants, but should be taken into account in estimating damages. Judgment for widow and children, 6,000 francs	Giordani v. Transatlantic Co. The "Contad de Cadix"	Marseilles T.C.	July 29
LOSS OF HUSBAND—STEVEDORE FALLING DOWN HOLD WHILE CROSSING PLANK—DEFENCE: NEGLIGENCE OF DECEASED.—Verdict and judgment for defendants	Osborn v. Normandy Steamship Co.	Liverpool Assizes	Dec. 7
LOSS OF LIFE—ACTION ON BEHALF OF PARENTS—UNDER LORD CAMPBELL'S ACT.—Verdict and judgment for plaintiffs, £50	Oliver v. Webster & Co. The "Snaresbrook"	Q.B.D. ...	Nov. 8
LOSS OF LIFE.—Actions in Q.B.D. pending while order for limitation of liability made in A.D. Application in Q.B.D. to transfer actions to A.D. refused. Appeal to C.A. dismissed	Roche v. London and South Western Railway Co. The "Stella"	C.A. ...	July 28 Aug. 1
LOSS OF LIFE—ASSESSMENT OF DAMAGES.—Award £692 to husband	Arnold v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 9
LOSS OF LIFE—ASSESSMENT OF DAMAGES—Award £2,500 to wife and four children	Attwood v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 9

LOSS OF LIFE—ASSESSMENT OF DAMAGES.—Award £800	Baxter v. London and South Western Railway Co. The "Stella"	Leicester Sheriffs' Court	Dec. 19
LOSS OF LIFE—ASSESSMENT OF DAMAGES.—Award £1,500 to wife	Cohen v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 9
LOSS OF LIFE—ASSESSMENT OF DAMAGES.—Award £645	Cooper v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 22
LOSS OF LIFE—ASSESSMENT OF DAMAGES.—Award £2,000	De Montmorency v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 22
LOSS OF LIFE—ASSESSMENT OF DAMAGES.—Award £1,000	Green v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 22
LOSS OF LIFE—ASSESSMENT OF DAMAGES.—Award £50	Miller & Henney v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Nov. 25
LOSS OF LIFE—ASSESSMENT OF DAMAGES.—Award £2,500 (widow £2,000, each child £250)	Parker v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 16
LOSS OF LIFE—ASSESSMENT OF DAMAGES.—Award £3,050 to wife and six children	Smith v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 9
LOSS OF LIFE—ASSESSMENT OF DAMAGES.—Award £4,500	Townsend v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 22
LOSS OF LIFE—ASSESSMENT OF DAMAGES.—Award £1,500 to widow	Welsh v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 16
LOSS OF LIFE—ASSESSMENT OF DAMAGES.—Award £2,550 (widow £1,500, each child £150)	Westwick v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 16
LOSS OF LIFE—ASSESSMENT OF DAMAGES.—Award £1,500	Wilson v. London and South Western Railway Co. The "Stella"	Leicester Sheriffs' Court	Dec. 19
LOSS OF LIFE—ASSESSMENT OF DAMAGES—LOSS OF HUSBAND AND PERSONAL INJURY.—Award £750 for loss of husband and £250 for personal injuries	O'Callaghan v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 9
LOSS OF LIFE — CLAIM BY FATHER — EMPLOYERS' LIABILITY ACT.—Settled on payment of £75 to plaintiff	M'Ginlay v. Clydebank Engineering and Shipbuilding Co.	C.S. (Second Division)	Jan. 14
LOSS OF LIFE — CLAIM BY MOTHER — QUESTION WHETHER DECKLOADING CONSTITUTES UNSEAWORTHINESS.—Settled. Payment £55 to plaintiff	Shewan v. Steamship Noraggio Company. The "Leila"	Glasgow S.C.	April 5
LOSS OF LIFE—CLAIM UNDER WORKMEN'S COMPENSATION ACT — TENDER £150.—Held tender the proper sum due. No costs	Duffy v. M'Cabe. The "Clan Murray"	Glasgow S.C.	Jan. 6
LOSS OF LIFE — DOCK LABOURER — SLIPPING ON HATCH.—Verdict for defendants	Ward v. Craigmore Co. The "Craigmore"	C.S. (First Division)	May 31
LOSS OF LIFE—EMPLOYERS' LIABILITY ACT—COVERS OF HATCHES PUT ON BY ORDER OF MATE OF SHIP, BUT IN IMPROPER ORDER BY STEVEDORES—HATCH FELL AND KILLED STEVEDORE, PLAINTIFF'S HUSBAND—ACTION AGAINST OWNERS OF SHIP.—Judgment for defendants on ground no negligence of mate	Brown v. General Steam Navigation Co. The "Plover"	Southwark C.C.	Oct. 24
LOSS OF LIFE—FRENCH LAW—CLAIM BY WIDOW—LOSS BY COLLISION.—Held master wrong in steaming from place of collision with ship damaged as she was. Judgment for plaintiff, francs 100,000	Resal v. Owners of "La Bourgogne"	Paris Civil Tribunal	June 29
LOSS OF LIFE—WRECK PURCHASED BY DEFENDANTS—SANK WHILE BEING TOWED IN BY TUG OF OTHER DEFENDANTS — CLAIM BY WIDOW OF ENGINEER DROWNED — GROUND VESSEL UNSEAWORTHY AND TOW ROPE INSUFFICIENT.—Issues ordered	Tweedie or Cooper v. Clyde Salvage Association and Clyde Shipping Co.	C.S. (First Division)	Oct. 20
LOSS OF SLOOP AND SALVAGE APPLIANCES—FRENCH LAW — CLAIM AGAINST HIRERS. — Judgment for plaintiffs. Damages to be fixed by assessor	Giardino v. Insurers of The "Erymanthe"	Marseilles T.C.	Dec. 27

MANCHESTER, PORT OF—CONTRACT TO SELL WHEAT TO BE SHIPPED TO "ANY SAFE PORT, &c."—SHIPPING DOCUMENTS CONTAINING CLAUSE "MANCHESTER ACCEPTED" TENDERED AND REFUSED AND ACTION BROUGHT AGAINST BUYERS — RUNCORN LAY-BY SAFE, BUT MANCHESTER NOT. — Held Runcorn lay-by not within Manchester, and therefore buyers bound to accept the documents. Appeal to C.A. dismissed	*Re* Arbitration Goodbody and Balfour *v.* Williamson and Co. The "Vanduara"	Q.B.D. ... C.A. ...	Feb. 21 Nov. 30
MANSLAUGHTER—ALLEGED—COLLISION IN THAMES.—Charge against pilot dismissed	The "Martin" (Pilot)	Grays Mag.	Dec. 30
MARINE INSURANCE — ACTION TO RECOVER CALLS AGAINST SHIPOWNERS INSURED IN BUT NOT MEMBERS OF MUTUAL MARINE INSURANCE ASSOCIATION. —Held assured *primâ facie* liable to pay, and to escape liability must show their contract relieves them in unmistakable terms. Not shown in this case, and judgment therefore for plaintiffs with costs	British Marine Mutual Insurance Association *v.* Jenkin and Others. The "Vigil" and The "Broughton"	Q.B.D. ...	Dec. 13
MARINE INSURANCE BY INSURERS A AGAINST ORDINARY RISKS AND BY INSURERS B AGAINST WAR RISKS—LOSS BY COLLISION WITH WARSHIP SCOUTING.—Held a war risk, and insurers B liable	Soula & Co. *v.* Nouvelle and Fortuna Co.'s and British and Foreign Marine Insurance Co. The "Foscolia"	Bordeaux T.C.	Aug. 16
MARINE INSURANCE—CLAIM AS FOR CONSTRUCTIVE TOTAL LOSS—DEFENCE: NOT SUCH LOSS—MAIN DISPUTE COST OF REPAIRS AND VALUE OF SHIP WHEN REPAIRED—Values, &c., left to jury, and on their findings judgment for plaintiffs with costs	Beaver Line Associated Steamers *v.* London and Provincial Marine and General Insurance Co. The "Gallia"	Liverpool Assizes	Dec. 7
MARINE INSURANCE—CLAIM FOR DOCK EXPENSES—DEFENCE: EXPENSES SHOULD BE DIVIDED, AS OWNERS' WORK ALSO DONE—In Q.B. judgment for defendants. Appeal to C.A. dismissed. (See *Maritime Notes & Queries*, Vol. XII., p. 50.) Appeal to H.L. allowed. (See Article, p. 65)	Ruabon S.S. Co. *v.* London Assurance Corporation	H.L. ...	Nov. 17 Dec. 15
MARINE INSURANCE—CLAIM FOR VALUE OF BAR OF GOLD.—Judgment for plaintiffs	Hyderabad (Deccan) Co. *v.* Willoughby & Co.	Q.B.D. ...	June 29
MARINE INSURANCE—CLAIM ON POLICY ON FREIGHT —CARGO (COALS) HEATED, AND MASTER PUT INTO PORT OF DISTRESS—QUESTION WHETHER UNDERWRITERS ENTITLED TO GENERAL AVERAGE CONTRIBUTION.—Held impossible to carry coals to destination, and freight lost before General Average Act. Judgment for plaintiffs with costs	Iredale and Porter *v.* China Traders' Insurance Co. The "Lodore"	Q.B.D. ...	June 27 July 5
MARINE INSURANCE—COLLISION CLAUSE—CLAIM TO RECOVER COST OF REMOVING WRECK OF VESSEL WITH WHICH INSURED VESSEL CAME INTO COLLISION. —Held covered by words "injury to such other ship," and judgment for plaintiffs with costs	Burger *v.* Indemnity Mutual Marine Assurance Co. The "Durward" and The "Victory"	Q.B.D. ...	July 28
MARINE INSURANCE—FRENCH LAW—CARGO INSURED INCLUDING TRANSHIPMENT—DAMAGED IN WAREHOUSE AT PORT OF TRANSHIPMENT—CLAIM AGAINST INSURERS.—Judgment for defendants; not insured risk	Daneil *v.* Insurers	Marseilles T.C.	June 3
MARINE INSURANCE—FRENCH LAW—CLAIM BY SHIPOWNER TO ABANDON AS DAMAGE EXCEEDED THREE-QUARTERS OF VALUE.—Held that new sheathing could not be considered as repairs; and as therefore damage not three-quarters value, plaintiff not entitled to abandon	Gavi *v.* Insurers The "Louis F."	Marseilles T.C.	April 4
MARINE INSURANCE — FRENCH LAW — CLAIM FOR DAMAGE—DEFENCE: PLAINTIFF HAD NOT FULFILLED CONDITION TO NOTIFY SALE, HIRE, OR TRANSFER, AND VESSEL HAD BEEN CHARTERED FOR TWO YEARS.—Held as hirer not substituted for owner, no necessity to notify, and judgment for plaintiff	Tralbaut *v.* Union Marine Insurance Co. "La Flèche"	Paris T.C.	April 18
MARINE INSURANCE—FRENCH LAW—DAMAGE TO SHIP—QUESTION WHETHER UNDERWRITERS LIABLE FOR REPAIRS TO RENDER SHIP EQUIVALENT TO, OR IDENTICAL WITH, STATE BEFORE DAMAGE.—Held former, and surveyors appointed so instructed	Nantaise Steam Navigation Co. *v.* Insurers. The "Nantes le Havre"	Marseilles T.C.	April 8

MARINE INSURANCE — FRENCH LAW — FLOATING POLICY—DECLARATION AFTER LOSS—REFUSAL OF INSURERS TO PAY ON THE GROUND ASSURED HAD NEGLECTED TO DECLARE LARGE QUANTITIES OF GOODS, AND DEMAND FOR CANCELLATION OF COVERING NOTE AND OF THE POLICY.—Judgment for defendants	Maple & Co. v. Centrale Co. The "Augers"	Paris T.C.		Aug. 22
MARINE INSURANCE — FRENCH LAW — FLOATING POLICY—UNDERWRITERS REFUSED TO SIGN COVERING NOTE FOR CARGO LOST NOT BELONGING TO HOLDER OF POLICY.—Claim by owner and judgment for him	Gassier v. Insurers. The "Grignano"	Marseilles T.C.		Jan. 30
MARINE INSURANCE—FRENCH LAW—POLICY COVERING RISK ON LIGHTERS—CARGO SHIPPED AT SAIGON—DAMAGE BY LIGHTER SINKING BRINGING CARGO FROM CHOLON TO SAIGON.—Held insurers not liable	French Southern Rice Mills Co. v. Insurers. The "Cholon"	Marseilles T.C.		July 1
MARINE INSURANCE—GENERAL POLICY ON GOODS AND MERCHANDISE — LOSS OF MACHINERY — CLAIM AGAINST UNDERWRITERS.— Held machinery not covered, and judgment for defendants	Scott & Green & Son v. Mannheim Insurance Co. The "Mona"	Q.B.D.	...	April 19
MARINE INSURANCE OF FREIGHT—"CHARTERED OR AS IF CHARTERED"—JETTISON OF PART CARGO—BILL OF LADING FREIGHT ON REST LESS THAN CHARTERED FREIGHT.—Held in Q.B.D. that as charter freight was lump sum and cargo worth it, no loss of same, and judgment for defendants with costs. Appeal to C.A. dismissed with costs	Williams & Others v. Canton Insurance Co. The "Ramlah"	C.A.	...	June 15
MARINE INSURANCE—ORDINARY LLOYD'S POLICY—CLAIM FOR DAMAGE TO DUNNAGE MATS.—Held part of "furniture" and underwriters liable. Judgment for plaintiffs	Hogarth & Co. v. Walker. The "Felbridge"	Q.B.D.	...	July 7
MARINE INSURANCE—PLAINTIFF HAD REPAIRED S.'S SHIP—S. ASSIGNED TO HIM POLICY IN DEFENDANT CLUB—S. BECAME BANKRUPT—PLAINTIFF SUED AS ASSIGNEE OF POLICY AGAINST CLUB FOR SUM DUE TO S. (£245) AND AGAINST OFFICIAL RECEIVER OF S. FOR DECLARATION THAT PLAINTIFF ENTITLED TO THE SUM AS ASSIGNEE — DEFENCE OF CLUB: ASSIGNMENT BAD UNDER RULE OF CLUB AND SUM DUE TO S. REDUCED TO £67 BY DEBT OF S. TO CLUB.—Held assignment bad and judgment for defendant club, but plaintiff entitled to declaration against receiver. (See Article, p. 64)	Laurie v. West Hartlepool Steamship Thirds Indemnity Association and David. The "Grimsby"	Q.B.D.	...	July 22
MARINE INSURANCE—PLAINTIFFS' CARGO SHIPPED TO HAMBURG OR ANTWERP BY THROUGH BILL OF LADING—CARRIED TO HAMBURG, WHERE DAMAGED BY FIRE WHILE ON WHARF—ALLEGED BY PLAINTIFFS OPTION FOR DELIVERY AT ANTWERP EXERCISED; BY DEFENDANTS THAT TRANSIT WAS OVER.—Judgment for defendants	Landauer & Co. v. St. Paul Fire and Marine Insurance Co.	Q.B.D.	...	Dec. 20
MARINE INSURANCE—POLICY ON SHIP—CLAIM FOR COST OF DISCHARGING CARGO DAMAGED IN COLLISION AND REJECTED BY OWNERS.—In Q.B.D. judgment for defendants, claim too remote. On appeal to C.A. appeal dismissed with costs	Field Steamship Co. v. Burr. The "Elmfield"	C.A.	...	Feb. 9
MARINE INSURANCE—QUESTION AS TO WHETHER A CONSTRUCTIVE TOTAL LOSS—ORDER BY JUDGE IN CHAMBERS FOR TRIAL AT LIVERPOOL ASSIZES—APPEAL BY DEFENDANTS ON GROUND MORE TIME WANTED AND NOT A LIVERPOOL CASE.—Appeal dismissed	International Navigation Co. of New Jersey v. Commercial Union Insurance Co. The "Paris"	C.A.	...	{Nov. 3 {Nov. 8
MARINE INSURANCE—"RISK OF CRAFT"—VESSEL BOUND TO IPSWICH DELIVERING AT HARWICH, AND LIGHTER WITH SOME CARGO LOST THERE.—Held loss within the policy, and judgment for plaintiffs, £253. 14s. 9d. with costs	Paul v. Insurance Co. of North America	Q.B.D.	...	Aug. 11
MARINE INSURANCE.—Settled	Restormel Steamship Co. v. Ocean Marine Insurance Co.	Q.B.D.	...	{Feb. 14 {Feb. 15
MARINE INSURANCE—TOWING IN WRECKED VESSEL—LOST ON THE WAY—CLAIM AGAINST UNDERWRITERS—DEFENCE: VESSEL UNSEAWORTHY—NO COVERING TO HATCHWAY.—Verdict and judgment for plaintiffs	Garscadden v. Smith. The "Tina"	Q.B.D.	...	April 17

MARINE INSURANCE—LOSS OF CARGO—REINSURANCE CLAIM—DEFENCE: PARTICULARS OF CARGO COVERED NOT SUPPLIED WITHIN TIME ALLOWED.—Held no customary time; good faith and particulars given without unreasonable delay. Judgment for plaintiffs $9,530.96	General Marine Insurance Co. *v.* Ocean Marine Insurance Co. The "Memphis"	Montreal A.C.	May 25
MARINE INSURANCE—WRECK SALVED AND ANCHORED IN HARBOUR—INSURED TO COVER MANAGING OWNER'S COMMISSION AND BROKER'S BROKERAGE.—Held ship not seaworthy and not lost by perils insured against. Plaintiffs no insurable interest and not covered by "disbursements." Judgment for defendant	Buchanan & Co. *v.* Faber. The "Queen Victoria"	Q.B.D. ...	May 18
MURDER—ALLEGED—IN NORWEGIAN VESSEL OFF TYNEMOUTH.—Committed for extradition to Norway.	The "Ragni" (Seaman) ...	Bow St. P.C.	Oct. 25
MUTUAL MARINE INSURANCE ASSOCIATION—APPLICATION BY WITHDRAWN MEMBER TO HAVE HIS NAME TAKEN OFF LIST OF CONTRIBUTORIES IN WINDING-UP.—Application granted	*Re* Bangor and North Wales Mutual Marine Protection Association	Ch.D. ...	June 17
NECESSARIES AND ALLEGED BOTTOMRY BOND—PRIORITIES.—Judgment by consent for both claims, and held that the document, though a bill and insured and no maritime interest, was a valid bottomry bond as subject to maritime risk	The "Haabet"	A.D. ...	July 4 Aug. 15
NECESSARIES—CLAIM FOR—AGREEMENT BY ITALIANS TO PURCHASE SHIP FROM DEFENDANT, JULY 31—SHIP TRANSFERRED SEPTEMBER 10—ORDER BY DEFENDANTS FOR WORK TO BE DONE SEPTEMBER 6 AND 8—QUESTION WHETHER SHIP BRITISH OR ITALIAN.—Judgment ship defendants' and judgment for plaintiffs with costs. On appeal, appeal allowed with costs. (See Article, p. 69)	Woodruff, Shillito & Co. *v.* Owners of "Lamia L."	Newport C.C. A.D. ...	Mar. 18 June 15
NON-DELIVERY BY CARRIER—GOODS CONFISCATED BECAUSE VALUE DECLARED TOO LOW—VALUE HAD BEEN FIXED BY DEFENDANTS—CLAIM FOR CARRIAGE CHARGES—COUNTERCLAIM FOR DAMAGES FOR NON-DELIVERY.—Judgment for plaintiffs on claim and counterclaim	Davies, Turner & Co. *v.* Credit Index Company	C.L.C. ...	Aug. 12
OBSTRUCTING ACCESS TO BERTH IN DOCK IN BREACH OF MERSEY DOCKS ACT, 1858—ACTION FOR DAMAGES BY OWNERS OF SHIP ALLEGED OBSTRUCTED.—Held Act gave plaintiffs no right of action, and judgment for defendants with costs on higher scale	Gem Line Steam Shipping Co. *v.* Thomas and Co. The "County of Merioneth" and The "Dundee"	Liverpool C.C.	July 26
PATENT—WATERTUBE BOILERS—APPLICATION FOR EXTENSION OF TERM.—Refused.	Thorneycroft's Patent ...	J.C. ...	Feb. 28
PERSONAL INJURIES—CLAIM BY PASSENGER.—Judgment in Q.B.D. for defendants. Application to C.A. for new trial dismissed	Weldon *v.* London, Brighton, and S.C. Railway Co.	C.A. ...	Jan. 13
PERSONAL INJURIES—COAL TRIMMER CRUSHED AGAINST GATE ALLEGED IMPROPERLY FIXED—DEFENCE: CONTRIBUTORY NEGLIGENCE.—Verdict and judgment for plaintiff £150 with costs	Heap *v.* Taff Vale Railway Co. The "Royal George"	Glamorganshire Assizes	Aug. 15
PERSONAL INJURIES—FALL FROM PLANK.—Verdict for defendants	Diamond *v.* Fleming & Ferguson	C.S. (Second Division)	July 11
PERSONAL INJURIES—LABOURER DISCHARGING CARGO—FOOT CRUSHED—CLAIM AGAINST SHIPOWNERS.—Settled	Kirk *v.* Henderson Brothers. The "Furnessia"	C.S. (First Division)	Oct. 25
PERSONAL INJURIES—PLAINTIFF RUN DOWN BY ENGINE WITHIN DOCK PREMISES—DEFENCE: NEGLIGENCE OF PLAINTIFF.—In Q.B.D. verdict and judgment for £1,750. Application to C.A. by defendants for judgment or new trial; application refused	White *v.* Barry Railway Co.	Q.B.D., C.A.	May 13 July 12
PERSONAL INJURIES—PLAINTIFF SLIPPING ON STONES PLACED BY DEFENDANT ON TOWN QUAY, FOWEY—ALLEGED BY PLAINTIFF PUBLIC THOROUGHFARE, BY DEFENDANT PRIVATE QUAY.—By direction of Court verdict for defendant. Stay of execution	Hill *v.* Slade	Bodmin Assizes	June 20
PERSONAL INJURIES—SALTHEAVER INJURED BY BUNDLE OF SACKS THROWN INTO HOLD—CLAIM AGAINST STEVEDORE.—Verdict for plaintiff £15	Hogan *v.* Morland	Liverpool C.P.	Jan. 4

PERSONAL INJURIES—SEAMAN FALLING FROM DERRICK THROUGH CHAIN BREAKING.—Verdict chain reasonably safe, and for the defendants	Nielsen v. Sidney Thomas Steamship Co.	Glamorganshire Assizes	Aug. 15
PERSONAL INJURIES—STEVEDORE INJURED BY CARGO SLIPPING FROM SLING—CLAIM AGAINST MASTER OF SHIP.—Judgment for plaintiff £6. 19s. and costs	Lumsden v. Barclay. The "N. C. Bull"	Linlithgow S.C.	Jan. 3
PERSONAL INJURIES TO DOCK LABOURER BY DEFECTIVE LADDER BREAKING—ACTION AGAINST CHARTERERS—DEFENDANTS DID NOT ENGAGE PLAINTIFF, AND ONLY HAD SHIP IN THEIR DISPOSITION THE DAY BEFORE THE ACCIDENT.—Judgment for plaintiff, damages agreed at £220. Stay granted on terms defendant pay plaintiff £100, not to be refunded. On appeal order varied, plaintiff to pay 33s. a week	The "Senator." Marney v. Scott	Q.B.D., C.A.	Mar. 2 April 18 April 25
PERSONAL INJURIES TO ENGINEER'S LABOURER.—Verdict for plaintiff £30	Driscoll v. Lund. The "Wooloomooloo"	C.L.C. ...	Sept. 14
PERSONAL INJURIES TO FITTER BY BREAKING OF ROPE.—Settled by payment to plaintiff	Freeburn v. Connell & Co.	C.S. (First Division)	Jan. 17
PERSONAL INJURIES TO LABOURER ON SHIP UNLOADING—STRUCK BY BALE.—Verdict negligence—no man at hatchway—and verdict and judgment for plaintiff £195	Shooter v. Wilson, Sons & Co. The "Malmo"	Grimsby C.C.	April 14
PERSONAL INJURIES TO PUPIL TEACHER—WRECKED—ASSESSMENT OF DAMAGES.—Award £150	Oliver v. London and South Western Ry. Co. The "Stella"	London Sheriffs' Court	Dec. 9
PERSONAL INJURIES TO SEAMAN BY ROPE BREAKING—Judgment for plaintiff $1,200	Arbery v. Owners of "Ethelred"	U.S. District Court of Philadelphia	Sept. 22
PERSONAL INJURIES TO STEVEDORE.—Claim dismissed on ground not proved. Plaintiff incapacitated	Douglas v. M'Gown. The "Onyx"	Glasgow S.C.	July 29
PERSONAL INJURIES TO SURVEYOR—STRUCK BY BAGS AND KNOCKED INTO HOLD—ACTION AGAINST STEVEDORE.—Verdict and judgment for plaintiff £420	Cockrill v. Cresaland	North-Eastern Assizes	Mar. 28
PERSONAL INJURIES—WORKMAN FALLING DOWN HOLD.—Verdict for plaintiff £150	Trewadale v. Clydebank Engineering and Shipbuilding Co.	C.S. (First Division)	Dec. 26
PERSONAL INJURY—ASSESSMENT OF DAMAGES.—Award £340	Arnold v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 22
PERSONAL INJURY—ASSESSMENT OF DAMAGES.—Award £250	De Vesian v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Nov. 25
PERSONAL INJURY—ASSESSMENT OF DAMAGES.—Award £750	Harwood v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Dec. 16
PERSONAL INJURY—ASSESSMENT OF DAMAGES.—Award £400	Lush v. London and South Western Railway Co. The "Stella"	London Sheriffs' Court	Nov. 25
PILLAGING FROM DOCK AND ASSAULT.—Remand	E.S.	Stratford P.C.	Aug. 26
PILOT—DISOBEDIENCE OF PILOT TO ORDER OF PILOTAGE BOARD—SUSPENDED BY BOARD—APPEAL TO C.C.—Licence restored, as order not a by-law	O'Connell	Cardiff C.C.	Mar. 10
PILOTAGE—CHARGE OF ALLOWING SHIP TO BE PILOTED BY UNLICENSED MAN.—Fine £1 or 14 days	The "Seabird" (Master)	Dundee P.C.	May 31
PILOTAGE DUES—THAMES—CLAIM BY PILOT.—Held foreign ship, not carrying passengers, from port in Europe N. and E. of Brest exempt under M.S.A., 94, notwithstanding exemption from Pilotage Act, 1897, and judgment for defendants. (See Article, p. 73)	Whitnall v. The "Columbus"	A.D. ...	Feb. 20
PILOTAGE—MASTER OF EXEMPT SHIP PROSECUTED FOR EMPLOYING UNQUALIFIED PILOT, AND PILOT WITH HOME TRADE PASSENGER PILOTAGE CERTIFICATE PROSECUTED FOR ACTING AS PILOT WHEN NOT QUALIFIED.—Master fined double pilotage, £3. 9s. and £2. 4s. costs; pilot fined 40s. and £2. 4s. costs	The "Ratcliff" (Master and Pilot)	Thames P.C.	Sept. 6

PONTOON DOCK CAPSIZING—ACTION AGAINST NAVAL ARCHITECTS FOR FAILING TO USE PROPER CARE AND SKILL IN FULFILLING CONTRACT.—Judgment for defendants	Lindberg's Verkstads and Varfs. Actiebolag *v.* Clark & Standfield. The "Moggie"	Q.B.D. ...	April 22
PRACTICE.—See also Collision			
PRACTICE.—See also Marine Insurance			
PRACTICE—ALLEGED LIBEL.—Application by plaintiff for leave to administer interrogatories refused in Q.B.D. chambers. On appeal leave granted, as answers necessary to enable plaintiff to bring his actions; costs to be costs in the cause	Roberts *v.* Glyn and others	C.A. ...	July 28
PRACTICE—APPEAL *in formâ pauperis*.—See Workmen's Compensation Act			
PRACTICE—APPLICATION FOR LEAVE TO MOVE AND SELL ARRESTED SHIP AND DISCHARGE CARGO—GROUND HEAVY DOCK DUES BEING INCURRED.—Application granted	The "William Henry" *v.* The "Ellida"	Vacation Judge ...	Oct. 19
PRACTICE—APPLICATION TO POSTPONE APPEAL IN COLLISION ACTION ON GROUND APPEAL PENDING IN H.L. ON QUESTION WHETHER SERVICE OF WRIT GOOD.—Application dismissed with costs	The "Cromartyshire" *v.* "La Bourgogne"	C.A. ...	May 9
PRACTICE—ARREST OF SHIP IN COLLISION ACTION—RELEASED ON BAIL — ACTION TRIED — DAMAGES ASSESSED EXCEEDING BAIL—SHIP SEIZED UNDER WRIT OF *fieri facias* — APPLICATION BY OWNERS FOR RELEASE.—Granted. Appeal to C.A. allowed with costs. (See Article, p. 15)	The "Gemma"	A.D. ... C.A. ...	July 14 July 27 Aug. 7
PRACTICE — COLLISION ACTION — DEFENDANTS NOT APPEARING—APPLICATION FOR APPRAISEMENT AND SALE OF SHIP IN THIS ACTION OPPOSED BY PLAINTIFFS IN SALVAGE ACTION.—Order made by Court for appraisement and sale	The "William Henry" *v.* The "Ellida"	A.D. ...	Nov. 8
PRACTICE—COLLISION ACTION IN C.C.—SUBSEQUENTLY DEFENDANTS COMMENCED ACTION IN A.D.—APPLICATION TO TRANSFER C.C. ACTION TO A.D. AND CONSOLIDATE.—Order made for transfer and consolidation. Plaintiffs in A.D. action to remain plaintiffs	The "Lancashire" *v.* The "Sovereign"	A.D. ...	Aug. 1
PRACTICE — COLLISION ACTION — WRIT SERVED ON AGENT OF FOREIGN COMPANY—MOTION TO SET ASIDE SERVICE.—In A.D. motion dismissed with costs. Appeal to C.A. dismissed with costs. (See case explained, "Jurisdiction," *Maritime Notes and Queries*, Vol. XII., p. 44.) Appeal to H.L. dismissed with costs	The "Cromartyshire" *v.* "La Bourgogne"	H.L. ...	June 17
PRACTICE—COLLISION—ARREST OF FUNDS TO FOUND JURISDICTION—AMOUNT DUE PAID SAME DAY AT AN EARLIER HOUR.—Action dismissed with costs	"Robin" Steamship Co. *v.* Dingle Harbour Commissioners. The "Robin"	C.S. (Outer House)	Feb. 6
PRACTICE—COST OF APPRAISEMENT—SALVAGE ACTION—APPRAISED VALUE LARGELY GREATER THAN VALUE ALLEGED BY DEFENDANTS.—Held in accordance with practice costs to be paid by defendants	The "Wolviston" *v.* The "Pavonia"	A.D. ...	April 18
PRACTICE—COSTS—ACTION FOR DAMAGE BY COLLISION INSTITUTED IN H.C.—LIABILITY ADMITTED—REFERENCE IN H.C.—Damages allowed £237. Application by plaintiffs for certificate for costs on H.C. scale refused. Costs on C.C. scale allowed	The "Shenir" *v.* The "Octa"	P.D. ...	June 6
PRACTICE—COSTS—CONSOLIDATED SALVAGE ACTIONS—COSTS OF COUNTRY SOLICITOR OF PLAINTIFFS WHO HAD NOT THE CONDUCT ATTENDING IN LONDON DISALLOWED BY DISTRICT REGISTRAR.—Appeal allowed with costs, as reasonable ground for his attending	The "Knight of the Cross," The "Sea King" and The "Gipsy King" *v.* The "Metropolis"	A.D. ...	June 28
PRACTICE — INTERPLEADER — CIRCUMSTANCES UNDER WHICH ALLOWED.—Special order of Registrar affirmed by Judge, varied by C.A.	*Ex parte* Mersey Docks and Harbour Board	C.A. ...	Feb. 14
PRACTICE — JUDGMENT SUPREME COURT OF NEWFOUNDLAND THAT DUTY NOT PAYABLE ON SALVED GOODS LANDED FOR TRANSHIPMENT.—Application by Government for special leave to appeal not granted	Newfoundland, Government of *v.* Barr. The "Caplet" wreck	P.C. ...	May 8

PRACTICE—POSTPONEMENT OF TRIAL—CLAIM AGAINST SHIP FOR DAMAGE TO CARGO.—Order A.D. for trial first open day after return of ship. Appeal by plaintiffs on ground master transferred to another vessel and surprise. Appeal dismissed	Fluck, Son & Newman *v.* Owners of The "Matthew Bedington"	C.A. ...	May 19
PRACTICE—SALVAGE—CASE TRIED IN 1897—PART SALVAGE NOT PAID.—Application to add defendants granted	The "Columbia" &c. *v.* The "Port Victor"	A.D. ...	April 20
PRACTICE—SECURITY FOR COSTS—CLAIM BY SEAMAN FOR WAGES (£4)—APPEAL BY HIM FROM JUDGMENT OF C.C.—APPLICATION BY RESPONDENT, MASTER OF SHIP, THAT APPELLANT BE ORDERED TO GIVE SECURITY FOR COSTS.—C.A. order made for security, £15	Miller *v.* Rowlands... ...	C.A. ...	Mar. 21
PRACTICE—WORKMEN'S COMPENSATION ACT.—Judgment for defendants. Appeal. Application by defendants for security for costs granted	Chambers *v.* Whitehaven Harbour Commissioners	C.A. ...	Mar. 14
PRESCRIPTION—FRENCH LAW—COLLISION—CLAIM FOR PERSONAL INJURIES BY MASTER'S WIFE AGAINST OWNERS OF THE OTHER VESSEL.—St. Nazaire T.C. judgment for plaintiff, 8,000 francs. Appeal dismissed. Held prescription for personal claims thirty years	Bernard *v.* Transatlantic Co. The "Calvados"	Rennes A.C.	Mar. 7
PRIZE OF WAR.—Condemnations overruled and order for proceeds to be handed over to owners	The "Buena Ventura," The "Guido," The "Pedro"	United States Supreme Court	Dec. 22
PRIZE OF WAR—VESSEL SEIZED AS.—Restored to owners as no direct evidence of intention to run blockade, but costs of custody imposed on ship	The "Olinde Rodrigues"...	U.S. Supreme Court	May 25
REGISTRAR'S REPORT—OBJECTION TO—COLLISION WITH LIGHTSHIP.—Objection allowed. On appeal to C.A. appeal allowed with costs. (See Article, pages 18 and 20)	Mersey Docks and Harbour Board *v.* The "Mediana"	A.D. ... C.A. ...	Jan. 28 Feb. 16
REGISTRAR'S REPORT—OBJECTION TO—CONTENTION BETWEEN SHIP AND CARGO OWNERS—GENERAL AVERAGE PAYMENT ALREADY MADE BY CARGO OWNERS.—Held this payment to be taken into consideration. Decision of Registrar to the contrary overruled. Held also too much weight attached to expert evidence and case remitted to Registrar	The "Toward" and The "Robert Adamson"	A.D. ...	May 9
REGISTRAR'S REPORT—OBJECTION TO—CROSS APPEALS. —Dismissed	The "Rijnstroom" *v.* The "Achilles"	A.D. ...	Mar. 23
REGISTRAR'S REPORT—OBJECTION TO—DAMAGE BY STRANDING AS WELL AS BY THE COLLISION.—Registrar allowed 25 days at £36. On Appeal A.D. allowed 28 days, but refused to alter the allowance per day. No costs	The "Gloamin" *v.* The "Ranza"	A.D. ...	Aug. 8 Aug. 9
REGISTRAR'S REPORT—OBJECTION TO.—Report confirmed. (See Article, page 42)	The "Chrysolite" *v.* The "Kate"	A.D. ...	Mar. 21 April 12
REGISTRAR'S REPORT—OBJECTION TO—VALUE OF FLOATING DOCK.—Appeal allowed. (See Article, p. 44)	Moralee *v.* Owners of The "Leonis"	A.D. ...	May 16 June 15
REGULATIONS, BREACH OF—ALLEGED ILLEGALLY ENGAGING SEAMEN.—Summons dismissed	Shipping Federation Officials	Hull P.C.	Jan. 7
REGULATIONS, BREACH OF—ANIMALS ORDER—IMPROPER PENS, STANCHIONS, AND NO SAND.—Fines and costs £23. 12s.	The "Inca" (Master) ...	Birkenhead P.C.	Mar. 30
REGULATIONS, BREACH OF—ANIMALS ORDER—IMPROPER PENS—FIVE INFORMATIONS.—Fine £1 and costs in each case (£9. 11s. 6d.)	The "Gaspesia" (Master)	Birkenhead P.C.	Feb. 4
REGULATIONS, BREACH OF—ANIMALS ORDER—TOO LARGE PENS, AND STANCHIONS NOT PROPERLY FASTENED.—Fines and costs £5. 17s.	The "Beatrice" (Master)	Birkenhead P.C.	July 22
REGULATIONS, BREACH OF—ANIMALS ORDER—TOO LARGE PENS, AND STANCHIONS NOT PROPERLY FASTENED.—Fines and costs £9. 18s.	The "Graphic" (Master)	Birkenhead P.C.	July 22
REGULATIONS, BREACH OF—ANIMALS ORDER—IMPROPER PENS, AND STANCHIONS NOT FIXED TO DECK. —Fines 20s. and £5 and costs	The "Gulf of Guinea" (Master)	Birkenhead P.C.	Feb. 21

REGULATIONS—BREACH OF—ANIMALS ORDER—TOO LARGE PENS AND IMPROPER STANCHIONS.—Fines £5 and costs and £2 and costs	The "Massapequa" (Master)	Birkenhead Mag.	Aug. 7
REGULATIONS—BREACH OF—ANIMALS ORDER—TOO LARGE PENS AND IMPROPER STANCHIONS.—Fines £2 and costs and £5 and costs	The "Whitgift" (Master)	Birkenhead P.C.	Aug. 19
REGULATIONS, BREACH OF—CHARGE AGAINST LIGHTERMAN OF NOT MOVING BARGES WHEN REQUESTED BY DOCKMASTER.—One charge dismissed on ground no obstruction apprehended. Others adjourned *sine die*	Lightermen (five)	Thames P.C.	May 27
REGULATIONS, BREACH OF—DISOBEYING ORDERS OF DOCK OFFICIAL.—Fine £5 and costs	The "Iolo Morganwg" (Master)	Birkenhead Mag.	Oct. 25
REGULATIONS, BREACH OF—DOGS—CHARGE OF IMPORTING DOG FROM FOREIGN COUNTRY WITHOUT LICENCE.—Fine £2. 16s.	The "Frisia" (Master) ...	Berwick P.C.	Feb. 24
REGULATIONS, BREACH OF—EXCESSIVE DECK CARGO. —Fine £20 and £5. 13s. 6d. costs	The "Denebola" (Master)	West Hartlepool P.C.	Nov. 17
REGULATIONS, BREACH OF—FIRE ON SHIP IN PROHIBITED HOURS IN DOCK AND ASSAULTING CONSTABLE. —Penalty £2. 10s. and costs and fine £5 and costs	The "Volscian" (Master)	Liverpool City P.C.	June 7
REGULATIONS, BREACH OF—FOREIGN ANIMALS ORDER —IMPROPER STANCHIONS.—Master fined 5s. and 4s. costs. Summons against managers dismissed	The "Cumeria" (Managers and Master)	Greenwich P.C.	July 1
REGULATIONS, BREACH OF—ILLEGAL TRAWLING WITH OTTER, ABERDEENSHIRE.—Fine £30 or twenty-one days	The "Lillie" (Master) ...	Aberdeen S.C.	Nov. 27
REGULATIONS, BREACH OF—INSUFFICIENT LIFE-SAVING APPLIANCES.—Fine £2 and costs	The "Harmonic" (Master)	Newcastle P.C.	Jan. 10
REGULATIONS, BREACH OF—LIFE-SAVING APPLIANCES ACT—INSUFFICIENT LIFE-BUOYS AND BELTS.—Fine 6s. and £3. 14s. costs	The "Idea" (Master) ...	Portmadoc Mag.	Aug. 8
REGULATIONS, BREACH OF—M.S. ACT, SECTION 313—STOWAWAY ON EMIGRANT SHIP.—Fine £20 or two months	The "Norham Castle" (Stowaway)	Thames P.C.	July 25
REGULATIONS, BREACH OF—NEGLECT TO ORDER MEN FERRYING FISH TO WEAR LIFE-BELTS, AND NEGLECT TO SUPPLY LIFE-BUOY.—Fine 20s. or fourteen days	The "C. H. Spurgeon" (Master)	Yarmouth P.C.	Jan. 19
REGULATIONS, BREACH OF — NOT CARRYING SIDE-LIGHT WHEN UNDER WAY.—Fine 40s. and £2. 7s. costs	The "Abden" (Master) ...	Gravesend P.C.	Nov. 27
REGULATIONS, BREACH OF—NOT STANDING BY, &c.— Fine £25 for not standing by: £10 for not giving name; £10 for not entering in official log, and costs	The "Amaryllis" (Master)	Newcastle P.C.	Mar. 30
REGULATIONS—BREACH OF—OVERCROWDING PASSENGER STEAMER.—Fine £46. 18s.	The "Duke of Fife" (Master)	Greenock S.C.	Sept. 1
REGULATIONS—BREACH OF—OVERCROWDING PASSENGER STEAMER.—Fine and penalty £143. 16s.	The "Eagle" (Master) ...	Margate Mag.	Aug. 24
REGULATIONS—BREACH OF—OVERCROWDING PASSENGER STEAMER.—Fine and penalty £55. 5s.	The "Koh-i-Noor" (Master)	Margate Mag.	Aug. 24
REGULATIONS—BREACH OF—OVERCROWDING PASSENGER STEAMERS.—Fines altogether £93	"Belle" Steamers (three Masters)	Margate Mag.	Aug. 24
REGULATIONS—BREACH OF—OVERCROWDING PASSENGER STEAMER.—Fines in all, £40. 10s.	The "Britannia" (Master)	Ilfracombe Mag.	Sept. 19
REGULATIONS—BREACH OF—OVERCROWDING PASSENGER STEAMERS.—Fines in all £217. 10s.	The "Southend Belle" (Master)	Thorpe P.S.	Sept. 19
REGULATIONS—BREACH OF—OVERCROWDING PASSENGER STEAMER.—Penalty and fine £204. 11s. 6d.	The "Royal Sovereign" (Master)	Margate Mag.	Aug. 24
REGULATIONS—BREACH OF—(1) OVERLOADING AND (2) REMOVING SHIP'S MARKS.—Fine (1) £35 and costs and (2) £5	The "Balmuir" (Master)	Newcastle P.C.	Dec. 1
REGULATIONS—BREACH OF—OVERLOADING.—Fine £50 and costs	The "Cheronea" (Master)	Barry Mags.	July 31
REGULATIONS—BREACH OF—OVERLOADING.—Fine £40 and costs	The "Sardonic"	Barrow Mag.	April 10
REGULATIONS—BREACH OF—OVERLOADING—LOADLINE SUBMERGED.—Fine £100 or 30 days' imprisonment	The "Cairo" (Master) ...	Kilmarnock S.C.	Dec. 14

REGULATIONS—BREACH OF—OVERLOADING—MASTER ILL.—MISTAKE OF MATE.—Fine £10 and costs	The "Ingoldsby" (Master)	Cardiff P.C.	Oct. 25
REGULATIONS—BREACH OF—PETROLEUM ACTS.—Judgment reserved	Holzapfel's Composition Co.	Thames P.C.	Jan. 20
REGULATIONS—BREACH OF—RECKLESS NAVIGATION.—Fine £20 or two months' imprisonment	The "Conqueror" (2nd Hand)	Grimsby P.C.	April 26
REGULATIONS — BREACH OF — REPORT AS TO FEVER CASES ON SHIP.—Master and surgeon prosecuted. Surgeon fined £3 and costs. Summons against master dismissed	The "Sobralense" (Master and Surgeon)	Liverpool P.C.	July 20
REGULATIONS, BREACH OF—SEA FISHERIES ACT—INSULTING GERMAN FLAG—LIFTING LINES AND THREATENING TO RUN DOWN FISHING BOAT.—Charge of insulting flag deleted. Fines £5 for lifting lines and £5 for the threats	The "Craigievar"	Stonehaven S.C.	Jan. 13 Feb. 16 Feb. 23
REGULATIONS—BREACH OF—SUNDERLAND DOCK BY-LAWS—DOCKING SHIP WITH ANCHOR DOWN.—Pilot fined 10s. and costs	The "Henley" (Pilot)	Sunderland Borough P.C.	Sept. 2
REGULATIONS—BREACH OF—THAMES—BOAT RACE.—Fine each 40s.	G. N. and N. F.	South-Western P.C.	April 25
REGULATIONS—BREACH OF—THAMES CONSERVANCY BY-LAWS—ILLEGAL WHISTLING.—Fine and costs £2. 4s. 6d.	The "Wearmouth" (Master)	Gravesend P.C.	Sept. 2
REGULATIONS—BREACH OF — THAMES — ILLEGAL WHISTLING.—Fine 10s. and costs	The "Hampton" (Master)	Woolwich P.C.	Sept. 20
REGULATIONS—BREACH OF—THAMES—NAVIGATING BARGE WITHOUT SECOND "COMPETENT" MAN.—Held need not be "licensed" man	The "Brimo"	Greenwich P.C.	Feb. 18
REGULATIONS—BREACH OF—THAMES—THROWING BALLAST INTO RIVER.—Fine £20 and costs	London and Tilbury Lighterage Company	Woolwich P.C.	Feb. 15
REGULATIONS—BREACH OF—WATERMAN'S COMPANY BY-LAW 55—LEAVING BARGE NOT PROPERLY MOORED.—Fine £1 and £2. 3s. costs	The "Snipe" (Master)	Aylesford North P.S.	July 11
REGULATIONS—BREACH OF—WATERMAN'S COMPANY BY-LAWS—LEAVING BARGE WITH NO ONE IN CHARGE—Fine 10s. and costs	The "George" (Lighterman)	Southwark P.C.	July 17
REGULATIONS—BREACH OF—WATERMAN'S COMPANY BY-LAWS—LEAVING EMPLOYMENT WITHOUT NOTICE, AND LEAVING BARGE WITH NO ONE IN CHARGE. Fine 40s. and 23s. costs for each offence (£6. 6s. in all) or one month	The "Edith" (Lighterman)	Woolwich P.C.	July 17
REMOVAL OF WRECK—FRENCH LAW—WRECK SOLD BY OWNER TO M. WITH OBLIGATION TO RAISE OR REMOVE IT—PEREMPTORY ORDER SUBSEQUENTLY ON M. TO REMOVE THE WRECK—M. ABANDONED—PORT OFFICERS THEN UNDERTOOK THE WORK, AND MORE THAN A YEAR AFTER THE ACCIDENT THE DEPARTMENT OF ROADS, &C., SUED THE CONSIGNEE AND ORIGINAL OWNER.—Twelve months bar under Art. 640 of Criminal Code. Non-suit.	Caen Department of Roads and Bridges *v.* Greenhalgh and Vizen. The "Para"	Caen Prefectorial Court	Aug. 22
REPAIRS TO STEAMSHIP—ALLEGED CHARGES EXORBITANT—BUILDERS EXERCISED LIEN AND MONEY PAID UNDER PROTEST—CLAIM BY SHIPOWNERS FOR RETURN OF MONEY AND DAMAGES FOR DELAY IN EXECUTING REPAIRS.—Judgment for defendants upon claim for demurrage and costs. Claim for overcharge to be referred	Activity Steamship Co. *v.* Stothert & Co.	Q.B.D. ...	May 6
RIVER OUSE—ACTION FOR DECLARATION THAT RIVER OUSE FROM ST. NEOTS TO THE SEA WAS A NAVIGABLE RIVER AND PUBLIC HIGHWAY, AND FOR DECLARATION THAT DEFENDANT BOUND TO MAINTAIN LOCKS, &C.—DEFENCE: PORTION OF RIVER PRIVATE PROPERTY OF DEFENDANT.—Held navigable river and public entitled to use it, but no obligation on defendant to maintain locks. No costs	Attorney-General *v.* Simpson	Ch.D. ...	Nov. 22
ROBBERY AT SEA—BANKNOTES—Remand	The "Ormus" (Steward and Bandsman)	Bow Street P.C.	Sept. 25
SACKS LOST AND TORN—CLAIM FOR—DEFENCE: ALL DELIVERED, AND CUSTOM TO CUT SACKS.—Held not proved sacks not delivered, but judgment for plaintiff as to sacks damaged	Collet *v.* Stenhouse. The "Talus"	Havre T.C.	Mar. 7

SALE OF COAL—CONTRACT TO DELIVER 1,000 TONS BETWEEN JULY 1, 1897, AND JUNE 30, 1898—STIPULATION DELIVERY MIGHT BE SUSPENDED IN CASE OF STRIKE—STRIKE APRIL, AND NOTICE APRIL 15, 1898—STRIKE TERMINATING SEPTEMBER 15, PLAINTIFF PURCHASER DEMANDED RESUMPTION OF CONTRACT — CONTENDED DEFENDANTS' CONTRACT CANCELLED.—Held contract only suspended, and delivery to be made in 2½ months. Judgment for plaintiff accordingly	Patureau v. Powell-Duffryn Co.	Nantes T.C.	Aug. 16
SALE OF GOODS—CARGO SOLD TO A.—A. REFUSED TO ACCEPT DRAFT FOR PAYMENT, BUT ENDORSED BILLS OF LADING TO PLAINTIFFS, WHO PAID A.—ACTION BY PLAINTIFFS AGAINST SHIPOWNERS FOR NON-DELIVERY OF CARGO.—Held in Q.B.D. A. had no right to transfer B.L. without accepting draft, and judgment for defendants. On appeal to C.A. appeal allowed with costs	Cahn and Mayer v. Pockett's Bristol Channel Steam Packet Co. The "Collier"	C.A. ...	Mar. 9
SALE OF GOODS, F.O.B.—CLAIM BY SELLER FOR BALANCE OF ACCOUNT—GOODS DELIVERED AT SHIPOWNERS' SHED, NOT ON BOARD.—Held delivery not proved, and judgment for defendants	Atkinson & Co. v. Smith & Co.	Liverpool C.C.	Feb. 28
SALE OF SHIP—PLAINTIFF AFTER INSPECTION OF SHIP REJECTED HER AND CLAIMED RETURN OF DEPOSIT.—Held Q.B.D. ship unreasonably rejected, and plaintiff must forfeit deposit. Judgment for defendants with costs. Stay on terms. Application by plaintiff to C.A. for order allowing appeal to be withdrawn. Application granted	De la Sota v. Sturton Steamship Co. and others. The "Sturton"	Q.B.D. ... / C. A.	Aug. 8 / Nov. 9
SALE OF SHIPBUILDING YARD—ACTION FOR SPECIFIC PERFORMANCE.—Held no binding agreement, and action dismissed	Louden v. Fawke	Lancashire Chancery Court	May 3
SALE OF SHIPS—FAILURE TO DELIVER OWING TO WAR —ACTION TO RECOVER DEPOSIT PAID.—Held defendants entitled to retain deposit under terms of contract, and judgment for defendants	United States of America v. Pelly. The "Rockwood" and the "Lockwood"	Q.B.D.	Jan. 27
SALE OF WHEAT—ALTERED SHIPPING DOCUMENTS TENDERED AND REFUSED. — Court divided in opinion as to whether tender good, and judgment therefore in favour of purchasers	Arbitration between Salomon & Co. and Naudsus and Manasse. The "Constantine"	Q.B.D. ...	Aug. 11
SALE OF WHEAT CARGO FROM GALVESTON FOR HAVRE—"CLEARANCE NOT LATER THAN MAY 31" —CLEARANCE MAY 28, BUT LOADING NOT THEN COMPLETED—CLAIM BY BUYERS FOR BREACH OF CONTRACT AND RETURN OF MONEY PAID BY MISTAKE.—Held condition performed, and judgment for defendants with costs	Thalmann Frères & Co. v. Texas Star Flour Mills. The "Highfield"	Q.B.D. ...	July 7
SALE OF YACHT ON TERMS AGREED—MEMORANDUM CONTAINED CLAUSE TO WHICH DEFENDANT OBJECTED, AND HE REFUSED TO CARRY OUT CONTRACT —CLAIM BY SELLERS FOR BREACH OF CONTRACT.— Judgment for plaintiff	Mason v. Von Buch. The "Reverie"	Q.B.D. ...	June 21
SALVAGE—APPLICATION BY PLAINTIFFS FOR ORDER FOR SALE OF SHIP.—Order made	The "Cynthia" and "Imbricaria" v. The "Hulda"	A.D. ...	Jan. 19
SALVAGE—APPORTIONMENT—MOTION FOR.—£740 tendered and accepted in action. Apportioned £555, £60, and £125	The "Rembrandt" v. The "Alert"	P.D. ...	June 6
SALVAGE—APPORTIONMENT—SALVAGE BY STEAMSHIP TO STEAMSHIP—£2,000 PAID AS SALVAGE UNDER AN AGREEMENT—MOTION FOR APPORTIONMENT. —Apportionment: owners £1,500, master £165, crew £335; costs to be in proportion to shares. Application that costs should first be deducted before division refused	The "Antenor" v. The "Trym"	A.D. ...	June 20
SALVAGE—ATTEMPTED BY TUG TO KETCH ASHORE— NO SERVICE EFFECTED—CLAIM UNDER AGREEMENT. —Judgment for plaintiffs £17, with costs on £20 scale	Cosens v. Ward. The "Ada" and The "Albert Victor"	Weymouth C.C.	Oct. 16
SALVAGE BY BOATMEN TO BARGE CUT ADRIFT— THAMES.—Held no danger to barge, and judgment for defendants	Abbott and another v. Cory & Son. The "Banbury"	C.L.C. ...	May 27

SALVAGE BY FIRE BRIGADE TO SHIP ON FIRE MOORED AT WHARF—PORT JACKSON.—Held plaintiffs entitled to salvage. Amount left to arrangement. Costs reserved	Fire Brigade Board and others *v.* Elderslie Steamship Co. The "Buteshire"	V.-A. Court of New South Wales	Aug. 8
SALVAGE BY LUGGER TO BARQUE OFF WALMER.—£35 PAID INTO COURT.—Judgment for defendants, no costs	The "Falcon" *v.* The "Ystavat"	C.L.C. ...	Nov. 20
SALVAGE BY PILOTS TO STEAMSHIP—PILOT SHOWING LIGHT TO WARN STEAMSHIP, BUT WARNING NOT TAKEN.—Action dismissed with costs	The Pilot Boat No. 13 *v.* Owners of The "Paris"	Falmouth C.C.	Aug. 4
SALVAGE BY SALVAGE STEAMSHIP TO STEAMSHIP—SAGRES POINT—APPRAISEMENT ORDERED.—Judgment reserved	The "Heracles" *v.* The "Aphrodite"	A.D. ...	Dec. 22
SALVAGE BY SEALING STEAMSHIP TO STEAMSHIP.—Award $12,500	The "Kite" *v.* The "Gaspesia"	St. John's (N.B.) V.-A. Court	June 8
SALVAGE BY STEAMSHIP TO BARQUE—ENTRANCE TO ENGLISH CHANNEL—DANGEROUS BOAT SERVICE.—Award £1,250 (£960, £120, £150, double shares for boat service)	The "George Royle" *v.* The "Ffynone"	A.D. ...	Mar. 16
SALVAGE BY STEAMSHIP TO BARQUENTINE—ENTRANCE TO ENGLISH CHANNEL—MASTER SERIOUSLY ILL AND SOME DAMAGE TO SAILS—DEFENCE: NOT SALVAGE BUT TOWAGE.—Held salvage due, and award £250	The "Trevitho" *v.* The "Daisy"	A.D. ...	May 9
SALVAGE BY STEAMSHIP TO STEAM DREDGER.—Award £600	The "George Royle" *v.* The "Nicholai Jogel"	A.D. ...	July 26
SALVAGE BY STEAMSHIP TO STEAMSHIP—ATLANTIC.—Award £2,500 (£1,975, £175, £350, double shares for boat service)	The "Almond Branch" *v.* The "Daybreak"	A.D. ...	Dec. 8
SALVAGE BY STEAMSHIP TO STEAMSHIP—ATLANTIC.—Award £3,500 (£3,000, £200, £300)	The "Anglian" *v.* The "Hestia"	A.D. ...	April 15
SALVAGE BY STEAMSHIP TO STEAMSHIP—ATLANTIC.—Award £4,000 (£3,000, £335, £665). No order as to payment of bail fees	The "Balmoral" *v.* The "Lokoja"	A.D. ...	June 30
SALVAGE BY STEAMSHIP TO STEAMSHIP—ATLANTIC.—Award £3,800 (£2,900, £300, £600)	The "Delano" *v.* The "Strathleven"	A.D. ...	June 19
SALVAGE BY STEAMSHIP TO STEAMSHIP—ATLANTIC.—Award £3,500 (£2,600, £300, £600)	The "Elderslie" *v.* The "Montana"	A.D. ...	July 8
SALVAGE BY STEAMSHIP TO STEAMSHIP—ATLANTIC.—Award £3,800 (£2,100, £250, £450)	The "Exeter City" *v.* The "Kairos"	A.D. ...	June 27
SALVAGE BY STEAMSHIP TO STEAMSHIP—ATLANTIC.—Award £2,750 (£1,850, £300, £600)	The "Exeter City" *v.* The "Lokoja"	A.D. ...	Feb. 25
SALVAGE BY STEAMSHIP TO STEAMSHIP—ATLANTIC.—Award £2,200 (£1,750, £150, £300)	The "Hermes" *v.* The "Avery Hill"	A.D. ...	Aug. 2
SALVAGE BY STEAMSHIP TO STEAMSHIP—ATLANTIC.—Award £4,000 (£3,000, £350, £650)	The "Iser" *v.* The "Trojan"	A.D. ...	Nov. 22
SALVAGE BY STEAMSHIP TO STEAMSHIP—ATLANTIC.—Award £2,500 (£1,875, £225, £400)	The "Kingsland" *v.* The "Inchulva"	A.D. ...	Aug. 2
SALVAGE BY STEAMSHIP TO STEAMSHIP—ATLANTIC.—Award £1,000	The "Monte Videan" *v.* The "Attivita"	A.D. ...	July 4
SALVAGE BY STEAMSHIP TO STEAMSHIP—ATLANTIC.—Award £3,000 (£2,250, £250, £500)	The "Paddington" *v.* The "Storm King"	A.D. ...	Feb. 1
SALVAGE BY STEAMSHIPS TO STEAMSHIP—ATLANTIC.—Award "Ethiopia" £2,800 (£2,000, £270, £530), "Beacon Light" £700 (£525, £60, £115)	The "Ethiopia" and The "Beacon Light" *v.* The "Tampico"	A.D. ...	Mar. 29
SALVAGE BY STEAMSHIP TO STEAMSHIP—ATLANTIC.—Award £5,000 (£3,750, £416, £834)	The "Wolviston" *v.* The "Pavonia"	A.D. ...	Mar. 29
SALVAGE BY STEAMSHIP TO STEAMSHIP—BAY OF BISCAY.—Award £3,300 (£2,475, £275, £550)	The "Sandfield" *v.* The "Fenchurch"	A.D. ...	May 2
SALVAGE BY STEAMSHIP TO STEAMSHIP—BRISTOL CHANNEL.—Award £800 (£600, £67, £133)	The "Lavinia" *v.* The "Baracaldo"	A.D. ...	Mar. 24
SALVAGE BY STEAMSHIP TO STEAMSHIP—CARDIGAN BAY.—Award £800 (£615, £60, £125)	The "Mancestria" *v.* The "Volante"	A.D. ...	Feb. 9
SALVAGE BY STEAMSHIP TO STEAMSHIP—ENGLISH CHANNEL—TENDER £200.—Award £300 with costs on C.C. scale only (See Article, page 87)	The "Trevanion" *v.* The "Garry"	A.D. ...	July 20

SALVAGE BY STEAMSHIP TO STEAMSHIP—INDIAN OCEAN.—Award £7,500 (£6,000, £500, £1,000)	The "Kintuck" v. The "Tannenfels"	A.D.	...	Oct. 27
SALVAGE BY STEAMSHIP TO STEAMSHIP—IRISH CHANNEL—TENDER £400.—Award £650 (£500, £50, £100)	The "Thursby" v. The "Thistle"	A.D.	...	April 16
SALVAGE BY STEAMSHIP TO STEAMSHIP—LAND'S END.—Award £1,000 (£666, £100, £234)	The "Stockton" v. The "Hounslow"	A.D.	...	April 22
SALVAGE BY STEAMSHIP TO STEAMSHIP—MILLWALL DOCK—ASSISTANCE IN HAULING SHIP AWAY FROM WAREHOUSE ON FIRE—TENDER £50.—Upheld with costs from date of tender	The "Alette" v. The "Hope"	A.D.	...	Nov. 29
SALVAGE BY STEAMSHIP TO STEAMSHIP—NORTH ATLANTIC.—Award £1,250 (£950, £100, £200)	The "Bushmills" v. The "Sheerness"	A.D.	...	Feb. 9
SALVAGE BY STEAMSHIP TO STEAMSHIP—NORTH ATLANTIC.—Award £2,500 (£1,800, £250, £450)	The "Fernmoor" v. The "Queen Wilhelmina"	A.D.	...	Mar. 2
SALVAGE BY STEAMSHIP TO STEAMSHIP—NORTH ATLANTIC.—Award £2,100, plaintiffs to pay bail fees for all bail in excess of £4,000	The "Oscar II." v. The "Munificent"	A.D.	...	Feb. 25
SALVAGE BY STEAMSHIP TO STEAMSHIP—NORTH ATLANTIC.—Award £1,500 (£1,150, £150, £200)	The "Strathclyde" v. The "Oberon"	A.D.	...	Mar. 16 Mar. 28
SALVAGE BY STEAMSHIP TO STEAMSHIP—OFF IRISH COAST.—Award £3,000 (£2,250, £250, £500)	The "Lackawanna" v. The "Italiana"	A.D.	...	May 19
SALVAGE BY STEAMSHIP TO STEAMSHIP—OFF LISBON.—Award £1,700 (£1,300, £135, £265)	The "Damascus" v. The "Corbridge"	A.D.	...	July 26
SALVAGE BY STEAMSHIP TO STEAMSHIP—OFF SPANISH COAST.—Award £1,500 (£1,000, £170, £330, boat service double shares)	The "Iser" v. The "Supernal"	A.D.	...	Nov. 15
SALVAGE BY STEAMSHIP TO STEAMSHIP—OFF USHANT. Award £1,500	The "Joseph Davis" v. The "Coimbra"	A.D.	...	June 29
SALVAGE BY STEAMSHIP TO STEAMSHIP ON FIRE—ALLEGATION OF MISCONDUCT AGAINST SALVORS.—Held allegation not proved. Award £6,000 (£2,500, £1,000, £2,500). (See Article, p. 89)	The "Northumbria" v. The "Elise"	A.D.	...	April 18
SALVAGE BY STEAMSHIP TO STEAMSHIP—PORTUGUESE COAST.—Award £800 (£625, £60, £115)	The "Balmore" v. The "Eden"	A.D.	...	June 27
SALVAGE BY STEAMSHIP TO STEAMSHIP—"POTENTIAL" DANGER TO STEAMSHIP WITHOUT PROPELLER.—Award £1,500 (£1,125, £125, £250)	The "Rotherfield" v. The "Cervona"	A.D.	...	Dec. 12
SALVAGE BY STEAMSHIP TO STEAMSHIP—RED SEA.—Award £1,600 (£1,200, £130, £270, cost of appraisement not allowed)	The "Arion" v. The "Priam"	A.D.	...	Nov. 15
SALVAGE BY STEAMSHIP TO STEAMSHIP—RIVER MERSEY—TENDER £100—AWARD £150—APPLICATION FOR COSTS ON H.C. SCALE ON GROUND TRIAL FIXED SAME TIME AS COLLISION ACTION BETWEEN "NEW ENGLAND" AND "REGINALD," AND THE TWO ACTIONS WOULD HAVE BEEN TRIED TOGETHER.—Application granted	The "Gleaner" v. The "New England"	A.D.	...	July 22
SALVAGE BY STEAMSHIP TO STEAMSHIP—SOUTH ATLANTIC.—Award £4,500 (£3,500, £350, £650)	The "Gulf of Corcovado" v. The "Mamari"	A.D.	...	Oct. 25
SALVAGE BY STEAMSHIP TO STEAMSHIP WITH RUDDER DISABLED—ATLANTIC.—Award £1,850	The "Armenian" v. The "Hurona"	A.D.	...	April 15
SALVAGE BY STEAMSHIP TO TUG—QUEBEC—TUG'S ENGINES DISABLED—$5,000 CLAIMED.—Award $600 for towage only	The "Forest Holme" v. The "Scully"	Quebec H.C.		Aug. 12
SALVAGE BY STEAMSHIPS TO STEAMSHIP—AGREEMENT FOR "TINTORE" TO TOW TO F. FOR £2,000—"TINTORE" TOWED PART WAY, WHEN ALL ROPES BROKEN—SECOND AGREEMENT "TINTORE" TO SEEK ASSISTANCE AT F. FOR SAME SUM—"KILMAHO" SUBSEQUENTLY SALVED BY "TUDOR" INDEPENDENTLY—"TUDOR" SETTLED WITH FOR £1,500.—In claim by "Tintore," agreement upheld, and award £2,000	The "Tudor" and The "Tintore" v. The "Kilmaho"	A.D.	...	Dec. 14
SALVAGE BY STEAMSHIPS TO STEAMSHIP—ATLANTIC—"NEWBY" BROKE AWAY AND FAILED TO FIND "DART" AGAIN.—Award £3,500 to "Pocklington," no award to "Newby"	The "Newby" and The "Pocklington" v. The "Dart"	A.D.	...	Jan. 27

SALVAGE BY STEAMTRAWLER AND STEAMTUG TO STEAMSHIP—OFF THE SPURN.—Award £650 : to "Andromeda" £450, to "Gipsy King" £200	The "Andromeda" and The "Gipsy King" v. The "Fennia"	A.D.	...	Feb. 23 Feb. 25
SALVAGE BY STEAMTRAWLER TO STEAMSHIP—ENGLISH CHANNEL.—Award £500 (owners £375, master £45, mate £30, and crew £50)	The "Amroth Castle" v. The "Balmoral"	A.D.	...	Nov. 25
SALVAGE BY STEAMTRAWLER TO STEAMSHIP—NORTH SEA.—Award £750	The "Derwent" v. The "Wargon"	A.D.	...	Jan. 19
SALVAGE BY STEAMTRAWLER TO STEAMTRAWLER—COAST OF IRELAND.—Award £300, costs on H.C. scale, fees only on bail £900	The "Oceanic" v. The "Sylvia"	A.D.	...	Aug. 9
SALVAGE BY STEAMTRAWLER TO STEAMTRAWLER—NORTH SEA.—In C.C. tender £150 upheld with costs from payment into Court. Appeal to A.D. Appeal allowed. Award £300 with costs	The "Corvus" v. The "Kesteven"	A.D.	...	Feb. 8
SALVAGE BY STEAMTRAWLER TO STEAMTRAWLER—NORTH SEA—TOWING INSTEAD OF LENDING COALS.—Award £500	The "Ostero" v. The "Tynemouth"	A.D.	...	April 22
SALVAGE BY STEAMTRAWLERS TO BARQUE—ATLANTIC—Awards, to "Skomer" £840, to "Manorbier Castle" £630	The "Skomer" and The "Manorbier Castle" v. The "Ryevale"	A.D.	...	Dec. 20
SALVAGE BY STEAMTRAWLERS TO SAILINGSHIP—DEFAULT ACTIONS.—Award £370 : to "Cynthia" £150, to "Imbricaria" £120, to "Stromo" £100. Costs High Court scale. Order for payment of balance of proceeds to owners of "Hulda"	The "Cynthia," &c., v. The "Hulda"	A.D.	...	Mar. 7
SALVAGE BY STEAMTRAWLERS TO STEAMSHIP—NORTH SEA.—Award £3,300: "Dover" £2,000 (£1,350, £200, £450), "Eagle" £1,300 (£900, £130, £270)	The "Dover" and The "Eagle" v. The "Nile"	A.D.	...	Jan. 31 Feb. 1
SALVAGE BY STEAMTUG TO BARGE—Award £40	The "Nelson" v. The "Volunteer"	C.L.C.	...	Nov. 10
SALVAGE BY STEAMTUG TO BARQUE — BRISTOL Channel.—Award £350	The "Wild Rose" v. The "Sophie"	A.D.	...	Feb. 28
SALVAGE BY STEAMTUG TO BARQUE—MERSEY—TENDER £250.—Award £350	The "Torfreda" v. The "Else"	A.D.	...	May 2
SALVAGE BY STEAMTUG TO STEAMSHIP—START BAY—NO RISK TO SALVOR.—Award £500	The "Empress of India" v. The "Golden Cross"	A.D.	...	Dec. 20
SALVAGE BY STEAMTUG TO STEAMSHIP—SWANSEA.—Award £150 and costs on C.C. scale only	The "Contest" v. The "Rothiemay"	A.D.	...	July 12
SALVAGE BY STEAMTUGS AND LIFEBOATS TO SHIP—MAPLIN SANDS.—Award £1,800 : "Cambria" £550, "SPRAY" £300, three lifeboats £450	The "Cambria," &c., v. The "Pampa"	A.D.	...	Feb. 23
SALVAGE BY STEAMTUGS TO STEAMSHIP — BURRY HARBOUR.—Award £240	The "Kingfisher" and "Sea Prince" v. The "Welbury"	A.D.	...	Mar. 14
SALVAGE BY STEAMTUGS TO STEAMSHIP—BRISTOL CHANNEL.—Award £5,100 : to "Lady Lewis" £1,800, to "Eagle" £1,650, to "Clarissa" £1,650	The "Lady Lewis" &c. v. The "Kaisow"	A.D.	...	June 28
SALVAGE BY STEAMTUGS TO STEAMSHIP—ENGLISH CHANNEL — LOST PROPELLER, BUT NO PRESENT DANGER.—Award £400 : to "Cleveland" £350, to "Terrier" £50	The "Cleveland" and The "Terrier" v. The "Camellia"	A.D.	...	Mar. 16
SALVAGE BY STEAMTUGS TO STEAMSHIP—HUMBER—AGREEMENT BY TUG MASTERS.—Held not valid for past services. Award £610 : "Seagull" £290, "Janet" £290, and "Spurn" £30	The "Seagull" &c. v. The "Inchmaree"	A.D.	...	Feb. 15 Feb. 16
SALVAGE BY STEAMTUGS TO STEAMSHIP—LAND'S END.—Award £800	The "Victor" and The "Dragon" v. The "White Jacket"	A.D.	...	April 22
SALVAGE BY STEAMTUGS TO STEAMSHIP—PUTTING OUT FIRE.—Awards to "Dorunda" £375, to "Falcon" £250, to "Gamecock" £250	The "Dorunda," The "Falcon," and The "Gamecock" v. The "Crown Prince"	A.D.	...	Dec. 19
SALVAGE BY STEAMTUGS TO STEAMSHIP—START BAY.—Award £500 : to "Columbia" £220, to "Athlete" £160, to "Arcadia" £120	The "Columbia," &c., v. The "Lindisfarne"	A.D.	...	May 6
SALVAGE BY STEAMTUGS TO STEAMSHIP—TYNE ENTRANCE.—Award £700	The "Hercules," &c., v. The "Strathmore"	A.D.	...	Nov. 29

SALVAGE BY TRAWLER TO STEAMSHIP STANDING BY, NOT EMPLOYED TO TOW—DEFENCE: "SCORPION" NOT WANTED TO STAND BY AND REFUSED TO ASSIST IN TOWING.—Judgment for plaintiffs. Award £150	The "Scorpion" v. The "N.G. Petersen"	A.D. ...	July 3
SALVAGE BY TUG AND KETCH TO STEAMSHIP—OFF CHANNEL ISLANDS—KETCH SETTLED WITH OUT OF COURT—TENDER TO TUG £300.—Award £550	The "Assistance" and The "Orange Blossom" v. The "Stokesley"	A.D. ...	Feb. 20
SALVAGE BY TUG AND SALVAGE STEAMSHIP TO STEAMSHIP ASHORE—OFF DJIBOUTL.—Award £2,000	Perim Coal Co. v. The "Oxus"	A.D. ...	July 23
SALVAGE BY TUG TO BARGE—RIVER THAMES—BARGE DAMAGED BY COLLISION—TOWED ON MUDBANK.—Award £30 and costs	"Gamecock" Steam-Towing Co, v. Owners of Barge "Spring"	C.L.C.	Dec. 8
SALVAGE BY TUG TO BARQUE.—Award £300 (£125, £100, £75) with costs	The "Hero" v. The "Glencairn"	V.-A.C., New South Wales	Jan. 10
SALVAGE BY TUG TO BARQUE—COUNTERCLAIM FOR DETENTION.—Held no salvage, and judgment for defendants on counterclaim two days' detention	The "Lady Lewis" v. The "Largo Law"	Cardiff C.C.	Nov. 3
SALVAGE BY TUG TO SAILINGSHIP — ENGLISH CHANNEL.—Award £210	The "Victor" v. The "Julia"	Admiralty Court of the Cinque Ports	April 18
SALVAGE BY TUG TO STEAMSHIP—FRENCH LAW—AGREEMENT, 10,000 FRANCS, REPUDIATED BY SHIPOWNERS.—Held no immediate peril, but judgment for plaintiff	The "Salinier" v. The "Ville de Cannes"	Marseilles T.C.	April 18
SALVAGE BY TUG TO YACHT.—Award £100 and costs	The "Fairweather" v. The "Merlin"	Aberdeen S.C.	Nov. 6
SALVAGE BY TUGS AND LUGGERS TO STEAMSHIP—GOODWIN SANDS.—Awards £3,000 ("Shamrock" £950, "Lanwerzee" £950, "Granville" £700, "Favourite" £73, to rest £327)	The "Shamrock" and other tugs and luggers v. The "Commandant Franchetti"	A.D. ...	Nov. 25 Nov. 30
SALVAGE BY TUGS AND OTHER VESSELS TO STEAMSHIP AGROUND MOUTH OF THAMES.—Award £6,265 (to "Columbia" £800, "Cambria" £900, "Burma" £600, "Spray" £800, "Seagull" £200, "Merrimac" £800, "Warrior" £600, "Swallow" £300, "Garnet" £200, "Alpha" £60, Lifeboat "True to the Core" £80, and her crew £325, Lifeboat "Hon. Artillery Co." crew £390, Lifeboat "Civil Service No. 1" crew £150, and Pilot Thorpe £60)	The "Spray," &c., v. The "Amiral Aube"	A.D. ...	July 29 Aug. 2
SALVAGE BY TUGS, STEAMSHIPS, AND LIFEBOAT TO STEAMSHIP—STEERING GEAR WRECKED—PENTLAND FRITH.—Award £6,700 (crew of lifeboat "Samyntas Stannah" £1,400, "St. Ola" £200 (£140, £25, £35), "Jamesia" £200, "Loch Lomond" £2,500 (£1,875, £200, £425), "Earnholm" £400, "Comet" and "Hercules" £2,000)	The "St. Ola" and other vessels v. The "City of Manchester"	A.D. ...	Jan. 20 Jan. 26
SALVAGE BY TUGS TO OLD IRONCLAD—HOLYHEAD HARBOUR.—Award £700 (to "Wrestler" £400, and to "Pathfinder" £300)	The "Pathfinder" and The "Wrestler" v. The "Resistance"	A.D. ...	May 18
SALVAGE BY TUGS TO SAILINGSHIP — MERSEY.—Award to "Knight of the Cross" £1,200, and to "Sea King" and "Gipsy King" £1,200. Costs of two counsel for each set of salvors allowed	The "Knight of the Cross," The "Sea King," and The "Gipsy King" v. The "Metropolis"	A.D. ...	May 17
SALVAGE BY WATERMEN TO BARGE ADRIFT—ALLEGATION BY DEFENDANTS THAT PLAINTIFFS CAUSED BARGE TO GO ADRIFT.—Award £20	Pace and others v. Anglo-American Oil Co. The "Norfolk"	C.L.C. ...	May 27
SALVAGE—CLAIM UNDER AGREEMENT.—Judgment for plaintiff £30	Sandover v. Richardson, Spence & Co. The "Paris"	Falmouth C.C.	Oct. 16
SALVAGE—CONTRACT TO FLOAT STEAMSHIP FOR $27,000—OWNERS OBJECTED TO PAY, AS WORK DONE EASILY—ACTION BY SALVORS.—Judgment, District Court, for plaintiffs for $27,000. Judgment in C. Appeals $10,000. Appeal to S.C. allowed, and judgment for $27,000 reinstated	Clarke & Co. v. The "El Freda"	U.S. Supreme Court, Washington	Jan. 13

SALVAGE—DIVISION OF AWARD—ACTION BY CHARTERERS AGAINST OWNERS CLAIMING HALF GROSS AWARD UNDER CHARTER-PARTY CLAUSE, "SALVAGE FOR OWNERS AND CHARTERERS EQUAL BENEFIT"—DEFENDANTS' CONTENTION COST OF DAMAGE REPAIRS TO BE FIRST DEDUCTED.—Held damage to each party to be first deducted and the balance left then divided	Brookes & Co. v. The Pocklington Steamship Co. The "Pocklington"	Q.B.D. ...	Nov. 2 Nov. 8
SALVAGE EARNED BY LIVERPOOL PILOTS.—CLAIM TO HAVE EARNINGS PAID OVER TO PILOTAGE FUND.—Judgment for defendants	Evans v. Rogers and Others	Liverpool C.C.	Jan. 31
SEAMAN—ALLEGED ASSAULT ON, BY FEDERATION OFFICIAL.—Charge dismissed	M. The "Rowena" ...	Newcastle Mag.	Sept. 27
SEAMAN—CHARGE OF DESERTION AND RE-SHIPPING ON ANOTHER VESSEL.—Fine 5s. Expenses incurred in consequence of desertion, £9. Order to stop £9. 5s. out of wages to be paid over to owners of ship from which the seaman deserted	The "Ula" (Seaman) ...	Limerick P.S.	Mar. 24
SEAMAN—DESERTION—DEFENCE: ILLNESS.—Fine, two days' pay and costs	The "Cocovada" (Seaman)	Birkenhead P.C.	Oct. 12
SEAMAN—DISCHARGE ABROAD—PASSAGE HOME—CLAIM BY SEAMAN FOR COST OF PASSAGE HOME FROM ANTWERP TO NEWPORT, THE PORT OF SHIPMENT.—DEFENDANTS HAD TENDERED PASSAGE TO HARWICH.—Held Q.B.D. plaintiff entitled to passage to port of shipment, and judgment for plaintiff. (See Article, *Maritime Notes and Queries*, Vol. XII., p. 88.) On appeal to C.A. appeal dismissed, stay refused	Purves v. Straits of Dover Steamship Co.	C.A. ...	June 30 July 4
SEAMAN—DISOBEDIENCE TO LAWFUL COMMAND—OBJECTION TO SUNDAY LABOUR IN PORT.—Held charge not proven	The "Micmac" (Seaman)	Glasgow J.P. Court	Nov. 25
SEAMAN DISOBEYING ORDERS—CARPENTER REFUSING TO CLEAN PUMPWAYS.—Fine 40s. and costs, or twenty-one days' imprisonment	The "Trongate" (Carpenter)	Cardiff P.C.	June 21
SEAMAN DISOBEYING ORDERS—ENGINEER.—Fine 40s., or one month	The "Orion" (Engineer)...	Grimsby P.C.	Jan. 14
SEAMAN DISOBEYING ORDERS.—Seven days, forfeiture of two days' pay, and £1 towards costs	The "Nerano" (Fireman)	Edinburgh S.S.C.	Sept. 19
SEAMAN—INTIMIDATING.—Fine £5	Rocten. The "Austerlits"	Middlesborough P.C.	Sept. 26
SEAMAN—SHIPPING—WITHOUT AGREEMENT.—Fine 40s. and 38s. costs	The "Elswick" (Master)	Newcastle City P.C.	Nov. 14
SEAMEN—ALLEGED ILLEGALLY SUPPLYING.—Charge dismissed, with costs	Cunard Shipping Co. (Shore Manager)	Liverpool City P.C.	Sept. 26
SEAMEN—ATTEMPT TO PERSUADE—TO NEGLECT TO JOIN SHIP—(M.S. ACT, SECTION 236).—Fine £10	M. (Secretary National Seamen's and Firemen's Union)	North Dublin P.C.	Sept. 8
SEAMEN—ATTEMPT TO PERSUADE—(1) TO NEGLECT TO PROCEED TO SEA—(2) REFUSING TO LEAVE SHIP—(3) BESETTING SHIP.—Charge (1) dismissed with £4. 4s. costs; (2) dismissed; (3) Fine £5. (See Article, p. 94)	Jackson. The "Oakmore"	West Ham P.C.	Sept. 20
SEAMEN—ATTEMPT TO PERSUADE—TO REFUSE TO PROCEED TO SEA.—Fines: J. £2. 10s.; H. £10, and each £2. 2s. costs. Summonses under Conspiracy Act withdrawn. H. did not pay fine, and Court ordered him, when arrested, to be sent to prison for one month	J. and H. The "Rowena"	Newcastle P.C.	Sept. 27 Dec. 13
SEAMEN—ATTEMPTING TO PERSUADE—TO REFUSE TO PROCEED TO SEA.—Fine £5 and costs, or two months	The "Salamanca"	South Shields P.C.	Oct. 13 Oct. 14
SEAMEN—CHARGE AGAINST FEDERATION OFFICIAL OF UNLAWFULLY DETAINING BAGS.—Charge dismissed	H. (Federation Official)	South Shields P.C.	Sept. 28
SEAMEN—CHARGE OF ATTEMPTING TO PERSUADE TO DESERT.—Held charge not proven. Second charge withdrawn	The "Torgorm"	Glasgow S.C.	Feb. 9
SEAMEN—CHARGE OF ILLEGALLY BESETTING VESSEL TO PREVENT SEAMEN DOING LEGAL ACT.—Dismissed	Wilson and others. The "Siren"	South Shields Mag.	Oct. 5 Oct. 7 Oct. 13

SEAMEN COMBINING TO NEGLECT DUTY.—Three months	The "Kylemore" (Nine Seamen)	Portsmouth P.C.	July 12
SEAMEN DESERTING—PORTLAND, OREGON.—Fine (each) £3. 10s. and costs. Question as to forfeiture of subsequent wages to be left to Board of Trade	The "Laomene" (Eight Seamen)	Cardiff P.C.	Nov. 24
SEAMEN DESERTING.—Remand. Any kit on board to be forfeited. As no wages due to defendants, prisoners were discharged, no other course being open to the Court	The "Alabama" (Seamen)	Falmouth Mag.	Nov. 22 Nov. 25
SEAMEN—DESERTION.—Kit and wages forfeited. Ordered to pay fees and costs. Court intimated no power to do more, or would	The "Wells City" (Engineer)	Bristol Mags.	Oct. 26
SEAMEN DISOBEYING ORDER.—L. 20s. on two charges; W. six weeks	The "Andalusian" (Two Firemen, L. and W.)	Liverpool P.C.	Sept. 20
SEAMEN DISOBEYING ORDERS.—14 days' imprisonment	The "Avola" (Cook)	Carnarvon Borough P.C.	Oct. 19
SEAMEN—INTERFERING WITH—CHARGE OF DISORDERLY CONDUCT.—Fine 20s. and costs or 14 days	Furlong	Liverpool City P.C.	Sept. 26
SEAMEN—PERSUADING SEAMEN TO DESERT AND HARBOURING THEM—THREE CHARGES.—Fine £10 on each charge, £31. 11s. 6d. in all. In default of distress two months on each charge, sentences to run consecutively	E. L. The "Solve"	Sunderland Borough P.C.	Feb. 25 Feb. 28
SEAMEN REFUSING DUTY—DEFENDANT ORDERED TO WIPE PAINT ON SUNDAY.—Remand	The "Tantallon Castle" (Seaman)	Thames P.C.	Nov. 14
SEAMEN REFUSING TO OBEY ORDERS AND ASSAULTING OFFICERS.—Fine 40s.	The "Dunottar Castle" (Fireman)	Thames P.C.	June 14
SEAMEN REFUSING TO OBEY ORDERS.—C. 21 days, and others 7 days	The "Largo Law" (Four Seamen)	Barry Mag.	Oct. 17
SEAMEN REFUSING TO OBEY ORDERS—FIELD DAYS—MEN HAD DONE TWO FIELD DAYS ALREADY.—Court considering this sufficient, case dismissed	The "Star of Victoria" (Five Firemen)	West Ham P.C.	Mar. 23
SEAMEN REFUSING TO OBEY ORDERS.—No decision	The "Almerian" (Three Firemen)	North Shields P.C.	Feb. 16
SEAMEN REFUSING TO OBEY ORDERS.—Remand	The "Ailsa Craig" (Eight Seamen)	Cardiff P.C.	Jan. 31
SEAMEN REFUSING TO OBEY ORDERS.—Six weeks' hard labour each except one, discharged (ill)	The "Glenard" (Nine Seamen)	Deal P.C.	Jan. 9
SEAMEN—SENDING "HOME" DISCHARGED.—Adjourned	The "Ras Elba"	Guildhall P.C.	Aug. 19
SEAMEN — UNLAWFULLY ENGAGING FOR FOREIGN SHIP.—Conviction upheld	Regina *v.* Stewart (*Ex parte* Olsen)	Q.B.D. ...	April 13
SEAMEN'S BOARD AND LODGING—CLAIM AGAINST SHIPOWNER—DEFENDANT REPUDIATED AUTHORITY TO PLEDGE HIS CREDIT.—Judgment for plaintiff with costs	Cummings *v.* Zollnar ...	Newcastle C.C.	Aug. 25
SEAMEN'S CLAIMS AGAINST WRECK—AMERICAN LAW—Held seamen have lien on insurance money for such claims	The "Brixham"	Seattle ... Court	Aug. 19
SEAMEN'S WAGES—ADVANCE NOTES FOR TWO MONTHS' WAGES IN FOREIGN PORT—CLAIM FOR WAGES, INCLUDING SUCH ADVANCE.—Order by Justices for payment less one month's advance. Appeal to Q.B.D. Held whole advance a valid payment. (See Article, p. 8)	Rowlands *v.* Miller. The "Hutton Hall"	Q.B.D. ...	Feb. 20
SEAMEN'S WAGES—ARTICLES "1/- AND $30 HEREAFTER"—CLAIM FOR WAGES FOR THE WHOLE TIME AT $30.—Judgment for plaintiff, with costs, on ground complainant did not understand agreement	M'Cane *v.* Work. The "Darlington"	Barry Dock P.C.	June 21
SEAMEN'S WAGES—ARTICLES £4. 5s. a MONTH—1/- FOR THE FIRST 37 DAYS—ALLEGED BY PLAINTIFFS THAT ARTICLES NOT SIGNED IN PRESENCE OF CONSUL, AND WORDS "1/- FOR FIRST 37 DAYS" NOT IN ARTICLES WHEN SIGNED, AND CLAIM FOR FULL AMOUNT, INCLUDING 3s. 10d. FOR EACH OF THE 37 DAYS.—Held that this allegation not proved, and judgment only undisputed wages as per articles, and costs	Carling and Wilson *v.* Kennedy. The "Comeric"	Hull P.C. ...	Aug. 21

SEAMEN'S WAGES—CLAIM AGAINST OWNER.—Judgment for plaintiffs	Thorpe and another v. Ellis. The "Hope"	Bristol Mag.	April 14
SEAMEN'S WAGES—CLAIM BY SEAMAN FOR SHARE OF DEMURRAGE PAID IN CONSEQUENCE OF COLLISION—DEFENCE: CUSTOM OF PORT HANDS EITHER STAND BY DURING REPAIRS AND NO WAGES PAID OR LEAVE.—Judgment for defendant	The "Vesper" (Second Hand)	Paignton C.C.	Sept. 21
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Bass, Ratcliff & Gretton, Limited, Burton-on-Trent, Brewers of Bass & Co's India Pale Ale and Stout. Trade Marks—Red Triangle and Diamond.

Mann, Crossman & Paulin, London and Burton-on-Trent. Brewers of Stout, Porter and India Pale Ale. Trade mark—St. George and the Dragon.

Joshua Tetley & Son, Ltd., The Brewery, Leeds. (*Established* 1822.) Brewers of East India Pale Ale, Yorkshire Ales and Stout. Telegrams: "Tetley, Leeds."

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F. Joyce & Co., Ltd., 7 Suffolk Lane, London, E.C. The oldest house in the Trade. Inventors of the Percussion Cap in 1820, and largest manufacturers of these goods. Cartridges of all kinds for sporting or military purposes, Gun Wadding, and all ammunition sundries.

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Pronk, Davis & Co., 22 Harp Lane, Gt. Tower St. Coal Tar Products. Direct Cotton Colours, Fast Colours for Wool, Silk, Jute. Dyes and Stains for Leather. Harmless Colours for Confectionery. Soap Colours. Myrbane Oil, Vermillion, Vermillionette, Lakes and Fine Colours, Ink Powders, Vaniline Crystals, Heliotrope Crystals, &c., Farina, Dextrine, Maize Starch, Rice Starch.

C. Zerenner & Co., 53 New Broad Street, London, E.C. London Agents for the following Specialities: Dimethyl and Diaethylaniline Anilin Oil and Anilin Salt, Sulphanilic Acid, Acid Colours (Acid Browns, Yellow, &c.), Basic Colours (Methyl Violets, Malachite and Brilliant Greens, Bismarck Brown, &c.). Correspondence invited.

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Tandem Smelting Syndicate, Ltd., London, Smelters and Assayers. Speciality "Tandem" Anti-Friction Metals, Manufacturers of Magnolia Metal, Plastic Metal, Babbitt's Metal, White Navy Brouze, White Brass and Alloys to specification or sample.

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Ellis & Saunders, St. Martin's Court, Ludgate Hill, London. Makers of Shades in Silk, Linen, Lace, &c., for Lamps, Gas, Electric Light, Candles; also dealers in Mica Protectors and Chimneys, and all other accessories connected with the trade. Telephone No. 753 (Bank). Telegrams: "Mitre, London."

LAMPS, GAS & ELECTRIC FITTINGS.

Jas. Guthrie & Co., 9 Leather Lane, Holborn, London, E.C. Manufacturers of Lamps, Gas and Electric Fittings in Wrought Iron, Copper and Brass, &c., for home trade and export. Illustrated catalogue on application.

LAMPS (PETROLEUM), STOVES, &c.

Falk, Stadelmann & Co., Ltd., 83, 85 & 87 Farringdon Road, London. Telegraphic and Cable Address: "Lamps, London." *(Established about 20 years.)* Manufacturers of Lamps (Petroleum), Stoves, and Gas Fittings.

LEATHER.

Alexander & John Shaw, Ltd., Grantham. London Warehouse, 24 Bride Lane, Fleet Street, E.C. Telephone 206 Holborn. Leather Manufacturers. Chamois, Coloured Chamois, Real and Mock Buck and Doe Skins. Finished Skivers, Calf, Persians, Basils, Roans, White Splits, Plasters, Parchment, &c.

LEATHER BELTING, HOSE & BUCKETS.

C. J. Edwards & Son, Limited, Great Sutton Street, London, E.C. Manufacturers of Leather Belting Machine Bands, Hose, Pipes and Buckets. Established 1792. Price Lists on application. Telegrams:—"Transmission, London."

LEATHER—Boot Manufacturers and general uses.

Baxter, Schenkelberger & Co., Limited, Tabernacle Street, Finsbury, London. Oak Bends, Red Sides, Bellies and Lifting, Cut Soles all kinds, Half-Soles and Top-pieces, Glacé and Glove Kids in Blacks and Colours. Telegrams: "Oakleaf, London."

LEATHER, for Soles, Mines, Repairs.

P. & S. Evans & Co., Ltd., Avonside Tannery, Bristol, England. Made from finest South American Hides. Twelve months in tan; damp-resisting, long wearing; specially suitable for Mining Pumps. Twelve Highest Awards.

LEATHER GOODS.

A. Garstin & Co., 1-4 and 7-11 Queen Square, Aldersgate Street, London, E.C. Manufacturers of Travelling Bags, Dress Baskets, Trunks, Holdalls, Rug Straps, Razor Strops, Braces, Belts, Purses, Pocket Books, Clock Cases.

S. B. Wolfsky, 73 Farringdon Road, London, E.C. Manufacturer of Leather Goods for Home and Export Trade. Specialité Ladies' and Gentlemen's fitted Suit Cases and Bags. Telegrams:—"Astuteness, London." Telephone:—917 Holborn.

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Martins-Birmingham, Limited. Manufacturers of all kinds of Fancy Leather Goods, Harness, Military Accoutrements, Riding Saddles, Travelling Bags, Trunks and Cases, Waist Belts, Leggings, Braces, Purses, Cycle Saddles and Tool Bags, Fitted Dressing Bags and Trunks, &c. *(Established 1864.)* Trade Mark: A Brace of Martins. Works: Granville Street, Birmingham, England.

LEATHER MACHINERY of every description.

Joseph Hall & Co., Engineers, Leeds. Makers of entire Plants for Tanning, Currying, and Dressing all kinds of Skins. Glue Plants complete. About 100 Patents are held by us and embodied in our manufacture. Patent up-to-date Machines. Catalogue on application.

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LEMON SQUASH, LIME-JUICE & SAUCES.

Hogarth & Co., Stratford, London. Manufacturers also of Pickles, Jams, Fruit Syrups, Sherbet, Effervescent Citrate, &c. Government Contractors. Price Lists on application. Order through Merchant Shippers, or Foreign and Colonial indents accepted by arrangement. Telegraphic Address: "Hogarth, Stratford, London."

LIGHTNING CONDUCTORS, TELEPHONES.

J. W. Gray & Son, 115 Leadenhall Street, London, E.C. Telegraphic Address: "Grandson, London." *(Established over 50 years.)* Government Contractors.

LINCRUSTA-WALTON—The Sunbury Wall Decoration.

Fredk. Walton & Co., Ltd., Sole Manufacturers and Patentees, 2 Newman Street, London, W. Dadoes, Ceilings, Fillings, Friezes, &c., &c., from 1s. per yard. Solid in colour, relief and value.

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Thos. B. Cumpston & Son, Whitehouse Street, Hunslet Leeds. Manufacturers of Railway Carriage Roofing Canvas D.S. and D.D. Cover Canvas, Brattice Cloth, Sacks, Bags, and Wagon Covers. Contractors to the Midland, Great Northern, North Eastern, Great Western, and South Eastern Railway Companies of England.

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Raven Slate and Mantel Works (The Towyn Company, Ltd.), Highgate Square, Birmingham, England. Manufacturers of Enamelled Slate Mantelpieces of high class quality and finish. Permanent and Artistic Enamels. More effective and cheaper than marble. Designs and prices obtainable through merchants. Beware of inferior imitations.

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A. Odling & Sons, Ltd., Crown Wharf, 132 New North Road, London. Importers and Exporters of every kind of Marble, and Manufacturers of every description of Marble Work, Monuments, Crosses, Fonts, Pulpits, &c., all building work, sawn slabs and rough blocks. Strictly wholesale. Works, Carrara (Italy), London, Belgium, &c.

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Aldrich Bros., Ltd., Diss, Norfolk. Telegraphic Address: "Aldriches." Manufacturers of Cocoa Mats, Matting and Brushes.

E. H. Price & Co., London Office, Bury Court, St. Mary Axe, E.C. Works: Chatteris, Cambs. Manufacturers of Mats, Matting, Horseclothing, Sacks, Twines and Cordage of every description.

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METAL WORK.

W. M. Still & Co., 24 Charles Street, Hatton Garden, London. (*Established 25 years.*) On Admiralty List. Metal Spinners, Stampers, Coppersmiths, Manufacturers of Street and Railway Lamps, Surgical Tin, Copper and Iron Goods. Telegrams: "Metal Spinner, London." A B C Code used.

METALS.

A. G. Kidston & Co., Glasgow: Shippers of Pig Iron, Iron and Steel Bars, Hoops, Sheets, Plates; Galvanized Sheet Iron, Black and Galvanised Wire, Tinplates, Brass and Copper Tubes, Rods and Sheets, Pig and Sheet Lead, Zinc Sheets and Oxides. Cable Address: "Holyrood, Glasgow."

METALS—Alloys.

The Phosphor Bronze Company, Ltd. (*Incorporated* 1874.) Contractors to British and all principal Governments, 87 Sumner Street, Southwark, London. Founders and Specialists in Alloys. Sole Makers of Genuine Phosphor Bronze and Silicium Bronze, Brass, German Silver, Gun and Antifriction White Metals.

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Charles Clifford & Son, Ltd., Birmingham. Contractors to Admiralty and War Office; also to the principal Railway Companies. Makers of Locomotive, Marine Boiler and other Tubes in Copper and Brass, &c. Rolled Metals, Sheets, and Wire in Copper, Brass, &c. Shaped Metals of all kinds.

Delta Metal Company, Limited (Contractors to British and principal Governments), 110 Cannon Street, London. Tel.: "Delta, London." Delta Metal Malleable Brass and Bronze Alloys for Pump Rods, Shafts, Bolts, Nuts, &c. White Anti-friction Metal; Delta Bronze Propellers and Blades, &c. 23 Awards.

Dugard Brothers, Vulcan Mills, Bridge Street, West Birmingham. Manufacturers of all kinds of Rolled Metals, Tubes, Wires, Special Rods for turning, and Brass Solder Telegrams: "Vulcan, Birmingham."

MINERAL WATER MACHINERY.

(*See Aerated Water Machinery.*)

Barnett & Foster, Niagara Works, Eagle Wharf Road, N.

MINERAL WATERS.

Idris & Co., Limited, Camden Town, London; Oldham Street, Liverpool; and Coleman Street, Southampton. Idris Royal Mineral Waters, as supplied by Royal Warrant to the Queen. Lime Juice, Fruit Cordials, Essences. Telephone No. 7,552 (King's Cross). Telegrams: "Idris, London."

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C. F. E. Swinden & Co., 22 Queen Victoria Street, E.C. Telegrams:—"Swindon, London." Manufacturers of Mining Plant, Tools, and Stores of every description. Portable Railway Tipping Wagons, Pumps, Vices, Engineers' Tools, Rock Drills, Bolts and Nuts. Galvanised Sheets, Platelayers' Tools. Government Contractors.

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The Motor Car Co., Ltd., 168 Shaftesbury Avenue, London, W.C. Importers and Exporters of every type and make of Motor Cars and Motor Cycles: Daimler, Panhard, Peugeot, De Dion, Benz, Decauville, Mors, &c.. Oil, Steam and Electric. All Motor parts and accessories. Motor Vans and Goods Vehicles. Cable address:—"Motific, London."

MOTORS.

The Motor Manufacturing Co., Ltd., 47 Holborn Viaduct, London, E.C. Telegrams:—"Propel, London." Manufacturers of Motor Cycles, Carriages of all descriptions, and accessories.

MUSICAL INSTRUMENTS.

Jerome Thibouville-Lamy & Co., 7 & 10 Charterhouse Street, London, E.C. Manufacturers of all kinds of Musical Instruments, and Harmonic Strings. Pianos and Harmoniums for all climates, Brass Instruments, Violins, Guitars, &c. Wood and Wind Instruments, as supplied to the leading Continental and Colonial bands.

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Nettlefolds, Limited, Birmingham. Manufacturers of Machine-made Clout Nails, Tyre Nails, Chisel and Pencil Point Roofing Nails, Tram Spikes, Copper Nails, Tacks, &c. Prices and terms obtainable through merchants. *See also* Screws, Bolts and Nuts, Screw Hooks and Eyes, Rivets, Steel and Iron.

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Negretti & Zambra *(Established 50 years)* (Admiralty Contractors, Royal Appointment), 38 Holborn Viaduct, London, E.C. Telegrams: "Negretti." Marine Barometers, Binoculars, Telescopes, Sextants, Deep Sea Thermometers, Genuine Bourdon's Pressure Gauges, Ritchie's Patent Liquid Compasses, &c.

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Rose, Downs & Thompson, Ltd., Old Foundry, Hull; and 12 Mark Lane, London. *(Established 1877.)* Makers of Oil Mill Machinery (Inventors of Anglo-American system). Grab Dredging and Excavating Machinery. Speciality in Press and Pump Leathers.

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H. F. Love & Co., Oil and Produce Merchants, 41 Bishopsgate Street Within, London, E.C. Cable and Telegraphic Addresses: "Lovesome," London and Paris.

OILS, &c.—(Lubricating).

John A. Bremner & Co. (*Established* 1842.) Albert Street and Pendleton, Manchester. London: 79 Mark Lane. Admiralty Contractors. Marine Engine and Cylinder Oils, Spindle Oil, Stationary Engine and Cylinder Oils, Lubricating Oils of all kinds, Lamp Oils.

Price's Patent Candle Co., Limited, Belmont Works, Battersea, London, S.W.; Bromboro' Pool Works, Birkenhead, Liverpool. Contractors to the India Office and War Office. Makers of Marine Engine and Cylinder and Lamp Oils, and of Lubricating Oils for all kinds of Machinery.

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Johnson Brothers, Limited, Cleveland Works, Hull. Sole Manufacturers of the "Madras" Lubricating Oil, Cleveland Oil. "Full-speed" Anti-corrosive and Anti-fouling Compositions. "Ship Brand" Enamel Paints and Varnishes and Impenetrable Paint for Damp Walls.

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Henry Dreydel & Co., 10 Holborn Circus, London, E.C.

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Beldam Packing & Rubber Co. (*Established 20 years*), 93 and 94 Gracechurch Street, London, E.C. Telegrams: "Corrugated." Contractors to Admiralty and Foreign Governments. Patent Metallic Packing and Corrugated Metallic Valves. Extensively used in the Naval and Mercantile Marine for Steam and Hydraulic Pressures.

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Sissons Brothers & Co., Ltd., Hull, Manufacturers of Paints, Colours, Varnishes, Lubricating Oils and Greases for home and export trade, in qualities to suit all markets. Sole Proprietors of Hall's Patent Washable Distemper, the most durable Water Paint yet introduced.

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Blacklock & McArthur, 171 West Street, Glasgow; 36 Lime Street, London, E.C.; and Collingdon Road, Cardiff. (*Established* 1878.) Contractors to Admiralty and Manufacturers of Paints, Engine and Cylinder Oils, Varnishes and Anti-Fouling Compositions.

PAINTS.—Torbay Paint.

Torbay Paint Co., 26-28 Billiter Street, London, E.C.; and Brixham, Torbay. (Registered Trade Marks "Wolston" and "Calley's Torbay.") It is to the interest of the consumer to use a preservative, lasting, and large covering paint like "Torbay Paint," instead of inferior paints which require constant renewal.

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Hunt & Sons, Paper Merchants and Agents, 222 Upper Thames Street, London, supply all kinds of Paper at lowest market price. Samples and prices on application. Wholesale only. (*Established* 1825.) Telegraphic Address: "Huntorius, London." Telephone No. 1,178.

Sydney J. Saunders & Co., 45 St. Mary Axe, London. Samples of Writing, Printing and Wrapping Papers, together with Illustrated Wholesale Price List of Stationery and Sundries, sent post free to Wholesale Dealers throughout the world. Indents through merchants.

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The Crown Perfumery Company, 112 and 113 Fore Street, London, E.C. Manufacturers of all kinds of Perfumery, Toilet Requisites, Fancy and Transparent Soaps. 17 Exhibition Awards. Telegraphic Address: "Brightness, London."

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Witt & Co., 80, 81 and 82 Fore Street, E.C. Telegraphic and Cable Address: "Interagent, London." Manufacturers of Pianos.

PIANOS AND ORGANS.

L. Blankenstein & Co., 135 Finsbury Pavement, London, England. Piano Makers: Overstrung, Vertical, Horizontal, or Upright German and English. Special Export Specifications for all climates. See New List in three languages, with metrical measurements, weights and prices. Agents, American Organ, Carl Maud and Goetze Pianos.

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Rowat & Co., Glasgow. Telegraphic Address: "Pickles, Glasgow." Manufacturers of all kinds of Pickles, Sauces, and Table Condiments. Rowat & Co. can supply good pickles at 3s. 6d. per dozen imperial pints; reputed half-pint sauces at 1s. 6d. per dozen.

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The Bristol Electric Safety Lamp Works, 40 Great Smith Street, Westminster, London, S.W. Telegrams: "Luciferous, London." ABC Code, 2nd Edition. Portable Electric Accumulators and Safety Lamps.

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Campbell, Shearer & Co., 4 Eastcheap, London. Telegraphic Address: "Campshear, London." Manufacturers of Butter, Margarine, Aerated Waters, Coffee, Hams, Cheese, &c. Government Contractors.

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Henry Hill & Sons, Ltd., 38 Bow Lane, E.C.; Manufactory: 19 Garlick Hill, E.C. Telegraphic Address: "Henhill, London." Manufacturers of Quills, Sealing Wax, Wafers, India-rubber, Toothpicks, &c. *(Established 1845.)*

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Nettlefolds Ltd., Birmingham. Mftrs. of Boiler Rivets, Coopers' Rivets, Tinmen's Rivets of all descriptions, Tyre Rivets and Burrs, Copper Hose Rivets and Washers, &c. Prices and terms obtainable through merchants. *See also* Screws, Bolts and Nuts, Nails, Screw Hooks and Screw Eyes, Steel and Iron.

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Henry Cooper & Co., Vulcan Rivet and Brass Works, Tinsley Park Road, Sheffield. Manufacturers of Steel Rivets to stand Tests of Admiralty, Board of Trade, Lloyd's, India Office, and India State Railways, &c., &c. Iron Rivets of every description.

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Davis, J. T., Patent Rope, Line, Twine (flax, hemp, jute, and cotton), Steam and Engine Packing and Packing Canvas Manufacturer; Sack and Bag Maker and Yarn Spinner. Contractor to H.M. Government, also to the principal Railways and Dock Companies. Awarded the only special prize, with gold medal and diploma, Great International Fisheries Exhibition, London, 1883. The Ropery, Coburn Road, Bow, London, E.; also at Stroud, Gloucester, and Stockport. Telephone No 299 Eastern. Telegrams: "Cordage," London, Stroud, and Stockport.

Roger Brighouse, 15 Sugar Lane, Manchester. Manufacturer of all kinds of Ropes and Twines, Spun Yarn, Hemp and Cotton Gaskin, Macrame and Crochet Twines, Glazed Cotton Parcelling Twines. *Speciality, Cotton Driving Ropes for Engines and Travelling Cranes.* Prices and Samples on application.

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Hawkins & Tipson, 48-51 Minories, London, Telegraphic and Cable Address: "Tipson, London." Manufacturers of all kinds of Ropes and Cordage. (*Established* 1880.) Government Contractors.

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SACKS AND BAGS.

Knowles & Co., 15 Seething Lane, London, E.C. Telegraphic Address: "Ciborium, London." Manufacturers of Sacks and Bags.

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J. De Paiva & Co., 18 Drury Lane, Liverpool. Jute, Cotton and Linen Sacks and Bags of every description for Home use and Exportation. Flax, Hemp and Jute Twines, plain and coloured. Telegrams: "Depaiva, Liverpool."

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Baxendale & Co., Manchester. Tel.: "Baxendales, Manchester." Water and Earth Closets, Lavatories, Baths, Urinals, Commodes, Closet Cisterns, Flushing Cisterns. Every description of Sanitary Goods for Plumbers and Contractors. Brass founders, Plumbers' Brasswork. Order direct or through Shippers.

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J. Dimmock & Co., Albion Works, Hanley. Manufacturers of Sanitary Earthenware of every description, Water Closets, Lavatories, Plug-Basins, &c.; also Dinner, Tea, and Toilet Ware for all Markets. *(Established upwards of 100 years.)* Catalogues and Price Lists on application. Gold Medal awarded for Earthenware Sanitary Goods at the Brussels International Exhibition, 1897.

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Chantrill & Co., 11 Brook Street, Birmingham. Telegraphic and Cable Address: "Chantrill." Manufacturers of Sanitary Goods, Hardware, and Cutlery.

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Ashton & Green, London, E.C. Marble and Enamelled Slate Chimney Pieces, Staircases, Lavatories, Urinals, Name Tablets, Table Tops, &c. Kitchen Ranges (portable for the Colonies), Boilers, Baths, Tiled Stoves, Verandahs, Gates and Railings, Balconies, &c.

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F. Barker & Son, 12 Clerkenwell Road, London, E.C. Manufacturers of High Class Compasses, Aneroid Barometers, Telescope and Marine Glasses. Mining, Surveying, Drawing and Scientific Instruments of every description. Illustrated trade catalogues post free.

James J. Hicks, 8, 9 and 10 Hatton Garden, London. Manufacturer of Clinical Thermometers, Barometers (Aneroid and Mercurial), Barographs, Thermometers of all kinds for all purposes; Gauges for Rain, Wind and Water; Sextants, Theodolites, Plane Tables, Clinometers for Ships and Surveying, Compasses, Microscopes, &c.

Pastorelli & Rapkin, 46 Hatton Garden, London, E.C. Telegrams: "Rapkin, London." Manufacturers of Scientific Instruments. *(Established 150 years.)* Government Contractors.

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Nettlefolds, Ltd., Birmingham. Manufacturers of Gate Hooks and Eyes, Screw Rings, Cup and Dresser Hooks, Screw Hooks and Screw Eyes of all descriptions. Hat and Coat Hooks, &c. Prices and terms obtainable through merchants. *See also* Screws, Bolts and Nuts, Nails, Rivets, Steel and Iron.

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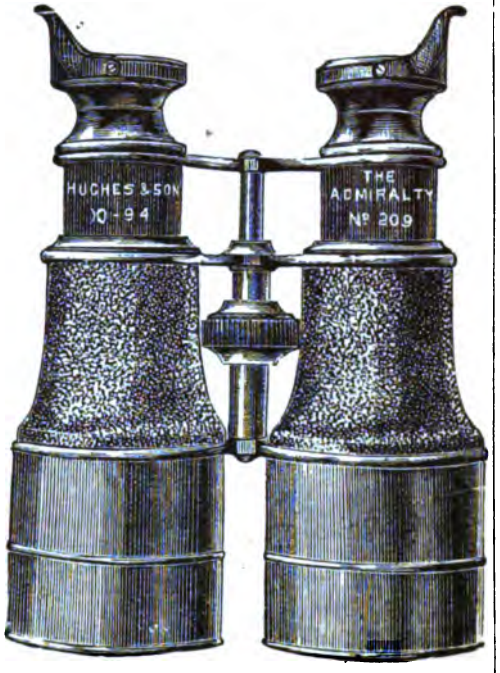

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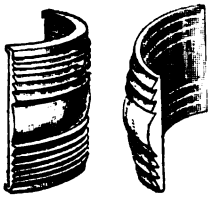

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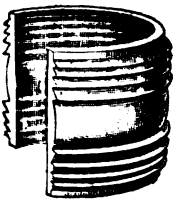

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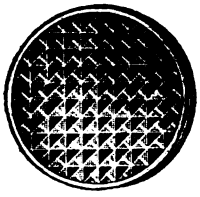

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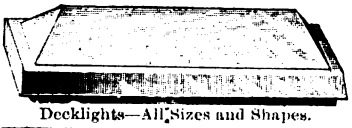

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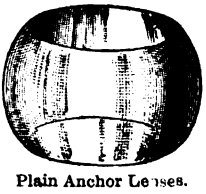

Plain Anchor Lenses.

Plain Sidelight Lenses.
Gold Ruby and Signal Green